

FORM NLRB-508
(8-18)

FORM EXEMPT UNDER 44 U.S.C.3612

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 25-CD-238122	Date Filed 3/21/19

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Brotherhood of Material Handling and Dock Equipment Workers, Local 1		b. Union Representative to contact (b) (6), (b) (7)(C)	
c. Address (Street, city, state, and ZIP code) P.O. Box 897, Beecher, IL 60401		d. Tel. No.	e. Cell No.
		f. Fax No.	
		g. e-mail (b) (6), (b) (7)(C)@dockinstallerslu1.com	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b), subsections (1) and (1st subsections) 4(D) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Since about March 13, 2019, the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 has threatened to picket Vanguard Installations, Inc. with the object of requiring and forcing Vanguard Installations, Inc. to employ and assign work on its job site at the Amazon facility located in Rockford, Illinois, to members of the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1, rather than to members of the Carpenters Local 792.			
3. Name of Employer Vanguard Installations, Inc.		4a. Tel. No.	b. Cell No. 708-516-2572
		c. Fax No.	
		d. e-mail	
5. Location of plant involved (street, city, state and ZIP code) 6310 W. Bruns Road, Unit B, Monee, IL 60449		6. Employer representative to contact (b) (6), (b) (7)(C)	
7. Type of establishment (factory, mine, wholesaler, etc.) Contractor	8. Identify principal product or service Service Docks	9. Number of workers employed 6	
10. Full name of party filing charge Vanguard Installations, Inc.			
11. Address of party filing charge (street, city, state and ZIP code) 6310 W. Bruns Road, Unit B, Monee, IL 60449		11a. Tel. No.	b. Cell No. (b) (6), (b) (7)(C)
		c. Fax No.	
		d. e-mail	
12. DECLARATION (b) (6), (b) (7)(C) I have charge and that the statements are true to my knowledge and belief.		Tel. No.	
(b) (6), (b) (7)(C)		Cell No. (b) (6), (b) (7)(C)	
(sign) _____ (Print/type name and title or office, if any)		Fax No.	
Address 6310 W. Bruns Road, Unit B, Monee, IL 60449		e-mail	
Date 3-13-2019			

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

2-05-2019 around 1:30 PM

(b) (6), (b) (7)(C) (Carpenters (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for local 792) stops at site and goes directly to Vanguard's Employees. (b) (6), (b) (7)(C) approaches (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) of Vanguard Installations Inc. (b) (6), (b) (7)(C) talks with (b) (6), (b) (7)(C) only and cards (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) doesn't have card on (b) (6), (b) (7)(C) at the moment but Vanguard has it on file and (b) (6), (b) (7)(C) can get (b) (6), (b) (7)(C) a copy. (b) (6), (b) (7)(C) leaves before (b) (6), (b) (7)(C) gets the Copy for (b) (6), (b) (7)(C)

2-7-2019 3:34 PM

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) of Dock Workers Local 1) receives an email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) of The Paul Reilly Company) that has a forwarded message from (b) (6), (b) (7)(C) salesman (b) (6), (b) (7)(C) for Paul Reilly) that reads, (b) (6), (b) (7)(C) on job says Vanguard's Union is not legit. (b) (6), (b) (7)(C) emails (b) (6), (b) (7)(C) back suggesting it is most likely a Carpenter (b) (6), (b) (7)(C) talking non sense. (b) (6), (b) (7)(C) calls (b) (6), (b) (7)(C) shortly after to get information on what (b) (6), (b) (7)(C) was told by who. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) for Scandroli Construction) told (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) for the Carpenters (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1 was an illegitimate Union. After (b) (6), (b) (7)(C) spoke with this salesman (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) to ensure (b) (6), (b) (7)(C) that Dock Equipment Workers Local 1 was legit. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that the Carpenters (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) there was a problem with the Union on a job in Chicago and that Dock Equipment Workers local 1 was tagged by the Carpenters as being illegitimate. (b) (6), (b) (7)(C) expressed to (b) (6), (b) (7)(C) that the union was federally recognized and certified by the NLRB, so that wasn't true. (b) (6), (b) (7)(C) also added that the Carpenters aren't who gets to decide if a Union is illegitimate. The NLRB is the one that decides that. We left the phone call be at that point and hung up.

Email that says Scandroli was told by Carpenters that Dock Workers, Local 1 was not legit:

From: (b) (6), (b) (7)(C) @paulreilly.com>

Date: February 7, 2019 at 8:20:20 PM CST

To: (b) (6), (b) (7)(C)

Subject: Re: Amazon

Please take care of it and make sure it's not an issue.

Sent from my iPhone

On Feb 7, 2019, at 4:10 PM, (b) (6), (b) (7)(C) wrote:

I thought you took care of this?

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C) @paulreilly.com>

Sent: Sunday, February 10, 2019 10:56 AM

To: (b) (6), (b) (7)(C) @paulreilly.com>

Subject: Re: Amazon - Rockford

(b) (6), (b) (7)(C) carpenters plan to picket job site tomorrow if vanguard shows up. So (b) (6), (b) (7)(C) at Scandoli told them not to show up
Sent from my iPhone

On Feb 8, 2019, at 2:23 PM, (b) (6), (b) (7)(C) @paulreilly.com> wrote:
Thanks.

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C) @entrematic.com>

Sent: Friday, February 8, 2019 1:43 PM

To: (b) (6), (b) (7)(C) @paulreilly.com>

Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C) @paulreilly.com

Subject: Re: Amazon - Rockford

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) just called me. I'm reviewing everything this afternoon
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Entrematic Loading Dock Products
W183 S8253 Racine Ave
Muskego, WI 53150

The information contained in this electronic mail transmission is intended by 4Front Entramatic for the use of the named individual or entity to which it is directed and may contain information that is confidential or privileged. If you have received the electronic transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email so the sender's address records can be corrected.

On Feb 8, 2019, at 1:42 PM, (b) (6), (b) (7)(C)

<(b) (6), (b) (7)(C)@paulreilly.com> wrote:

Hi (b) (6), (b) (7)(C)

The GC will not allow us to mount the fore frames because (b) (6), (b) (7)(C) said they are supposed to be galvanized. Please confirm.

Any decision on the sectional doors? We are kind of at a standstill. Thanks, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

1967 Quincy Court

Glendale Heights, IL 60139

630.529.8100

630.529.1499 - fax

(b) (6), (b) (7)(C) - cell

www.paulreilly.com

<image001.jpg>

It is most likely a carpenter (b) (6), (b) (7) who is just talking non sense.

On Feb 7, 2019, at 4:34 PM, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@paulreilly.com> wrote:

(b) (6), (b) (7)(C) ???????????

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C)@paulreilly.com>
Sent: Thursday, February 7, 2019 3:31 PM
To: (b) (6), (b) (7)(C)@paulreilly.com>
Subject: Amazon

(b) (6), (b) (7)(C) on job says Vanguards union is not Legit.

Thank you!

(b) (6), (b) (7)(C)

Celebrating 41 Years!

<image001.gif>

433 Riverside Dr.

Crystal Lake, IL 60014

kkinahan@paulreilly.com

(b) (6), (b) (7)(C) Cell

815-356-0165 Office

2-8-2019 around 2:00 PM

Carpenters (b) (6), (b) (7)(C) stops at site and only cards Vanguard employees on entire construction site. (b) (6), (b) (7)(C) cards (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) tries to pull each employee to the side and ask them questions. (b) (6), (b) (7)(C) doesn't share any info with (b) (6), (b) (7)(C) and tells (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) tries to card (b) (6), (b) (7)(C) again without (b) (6), (b) (7)(C) credentials out first, (b) (6), (b) (7)(C) will go to the labor board. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) gets benefits and (b) (6), (b) (7)(C) says yes. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) how much (b) (6), (b) (7)(C) gets paid and (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) 30 something dollars and (b) (6), (b) (7)(C) is an apprentice. (b) (6), (b) (7)(C) goes to (b) (6), (b) (7)(C) and asks (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) gets benefits and (b) (6), (b) (7)(C) says of course. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) how much (b) (6), (b) (7)(C) makes and (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) makes prevailing wage. Like 40 something an hour. As (b) (6), (b) (7)(C) is talking with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) calls (b) (6), (b) (7)(C) of Dock workers local 1, also) and tells (b) (6), (b) (7)(C) what is going on. (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) to put (b) (6), (b) (7)(C) on the Phone. (b) (6), (b) (7)(C) says loudly, I don't have time to talk to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) responds(the phone is on speaker), if you don't have time to talk to me then you don't have time to talk with my members. (b) (6), (b) (7)(C) walked away.

2-10-2019 10:56 AM

(b) (6), (b) (7)(C) receives an email from (b) (6), (b) (7)(C) with a forwarded message from (b) (6), (b) (7)(C) that reads (b) (6), (b) (7)(C) Carpenters plan to picket job site tomorrow if Vanguard shows up. So (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for Scandoli) told them not to show up. (b) (6), (b) (7)(C) is on vacation so (b) (6), (b) (7)(C) doesn't see this email until the evening. When (b) (6), (b) (7)(C) sees it, (b) (6), (b) (7)(C) calls (b) (6), (b) (7)(C) and asks (b) (6), (b) (7)(C) what is going on. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was in contact with (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that the Carpenters (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that they were going to picket if Vanguard came to the site because Dock Equipment Workers 1 was illegitimate. (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that the guys wouldn't be on site, not because of the threat, but because Vanguard was waiting for material to get fixed that was sent out wrong. There was no work to be done. Shortly after this (b) (6), (b) (7)(C) decided to call (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) answered. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) boss said they were going to picket if Vanguard showed back up at the site because the Union was Illegitimate. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that there was no way they can picket for that and if they do, (b) (6), (b) (7)(C) would call the NLRB and get it taken down. (b) (6), (b) (7)(C) also explained to (b) (6), (b) (7)(C) that Vanguard wouldn't be showing up because the material was shipped out wrong and they were waiting for it to get fixed, but not because of the threat of the picket. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to try and contact the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in the morning. (b) (6), (b) (7)(C) said ok, I'm tired I'm going to sleep. I'll try to talk to them in the morning. After this (b) (6), (b) (7)(C) tried to call (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) didn't answer the phone. (b) (6), (b) (7)(C) received (b) (6), (b) (7)(C) contact info from (b) (6), (b) (7)(C) on 2-08-2019 but didn't call (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) thought the conflict was dissolved.

Email stating that Carpenters are goin to picket:

From: (b) (6), (b) (7)(C) @paulreilly.com>

Date: February 10, 2019 at 3:39:58 PM CST

To: (b) (6), (b) (7)(C)'''

Subject: FW: Amazon - Rockford

<image002.jpg>

<image003.jpg>

2-11-2019 4:00 AM

(b) (6), (b) (7)(C) looks up (b) (6), (b) (7)(C) email and drafts a letter regarding the situation. (b) (6), (b) (7)(C) covers all bases, and not only addresses the accusation of the Dock Workers local 1 being illegitimate, but also makes sure they realize that Vanguard is meeting area standards (knowing that the only way they could possibly picket is with an area standards picket). (b) (6), (b) (7)(C) waits to send the drafted letter. At around 7:30 (b) (6), (b) (7)(C) receives a call from (b) (6), (b) (7)(C) from Scandoli and (b) (6), (b) (7)(C) now says that the Carpenters said they are going to picket for area standards. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that if it is something easy maybe (b) (6), (b) (7)(C) can just send them some info. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to give (b) (6), (b) (7)(C) email so (b) (6), (b) (7)(C) could forward it to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) asked for it and was going to send over some information. (b) (6), (b) (7)(C) said ok, and sent (b) (6), (b) (7)(C) email over via text. After this (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) and left several messages trying to rectify the situation. (b) (6), (b) (7)(C) sent over the letter (b) (6), (b) (7)(C) previously drafted. (b) (6), (b) (7)(C) never responded and never sent over any information. (b) (6), (b) (7)(C) never had any correspondence with the Carpenters during this whole process. (b) (6), (b) (7)(C) makes a call to (b) (6), (b) (7)(C) attorney (Frank Marco) and receives (b) (6), (b) (7)(C) voice mail and leaves a message asking (b) (6), (b) (7)(C) to call back at (b) (6), (b) (7)(C) convenience. (b) (6), (b) (7)(C) calls the office of Carpenter local 792 and asks for (b) (6), (b) (7)(C), but (b) (6), (b) (7)(C) is told (b) (6), (b) (7)(C) is out. (b) (6), (b) (7)(C) in turn asks to speak with the (b) (6), (b) (7)(C) of the local. The receptionist informs (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is the (b) (6), (b) (7)(C). A couple hours go by and Frank Marco calls back (b) (6), (b) (7)(C) and explains to (b) (6), (b) (7)(C) what is going on and informs (b) (6), (b) (7)(C) to correspond with the Carpenters but not to give any extra information to them. (b) (6), (b) (7)(C) explains to Frank that (b) (6), (b) (7)(C) sent over a letter to (b) (6), (b) (7)(C) addressing the accusation from (b) (6), (b) (7)(C) that Dock Workers local 1 was illegitimate and stated in the letter that area standards were being met. (b) (6), (b) (7)(C) reads the letter to Frank and they both agree that the Carpenters need to respond before any farther information is given. Through out everything that transpired the Carpenters local 792 and the Carpenters as a whole never contacted or responded to Dock Equipment Workers Local 1 or Vanguard on this day, previously, or after.

5:47



1(b) (6), (b) (7)(C) >

iMessage

Mon, Feb 11, 8:00 AM

(b) (6), (b) (7)(C)

dockinstallerslu1.com

May I please have yours

Delivered



iMessage



2-20-2019 5:54 PM

Vanguard gets an email from from (b) (6), (b) (7)(C) of Paul Reilly) asking for a price to take some material down that was installed, sand blast it, and load everything on a truck to get galvanized.

2-21-2019 7:36 AM

Vanguard receives another email from (b) (6), (b) (7)(C) explaining (b) (6) needs the quote for the work that day. Vanguard sends quote later that day and feels like it is important to get out to the site and plans on making a trip the next day to see how all the material is laid out.

2-22-2109 approximately 11:00 AM

(b) (6), (b) (7)(C) (Dock Workers Local 1) drives to site and talks with (b) (6), (b) (7)(C) in person. (b) (6), (b) (7)(C) informs (b) (6), (b) (7)(C) that Scandrol made a decision to do the extra work themselves. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) if the situation with the Carpenters has been resolved. (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) that the Carpenters never responded to (b) (6), (b) (7)(C) letter or sent over any information. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) who took the fore frame down for the door that was up and (b) (6), (b) (7)(C) said our guys did, Carpenters. (b) (6), (b) (7)(C) said now we have a problem because Vanguard can not give you a warranty on any work that is done with that door. (b) (6), (b) (7)(C) asks (b) (6), (b) (7)(C) which local (b) (6), (b) (7)(C) is from of the Carpenters. (b) (6), (b) (7)(C) reluctantly told (b) (6), (b) (7)(C) Carpenters local 792. (b) (6), (b) (7)(C) now understands that Scandrol is signatory to Carpenters Local 792. (b) (6), (b) (7)(C) leaves the site and plans on showing up on the 2-25-2019, because (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that they would be loading up the truck then.

2-25-2019 around 8:15 AM

(b) (6), (b) (7)(C) (Dock Workers Local 1) stops by site and talks to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) explains to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would like to check out the material and (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) that they are loading it all up. (b) (6), (b) (7)(C) grabs (b) (6), (b) (7)(C) Union Badge and walks with (b) (6), (b) (7)(C) inside the building. (b) (6), (b) (7)(C) witnesses someone on a variable reach forklift moving the material and cards (b) (6), (b) (7)(C) in front of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is Non Union and Says (b) (6), (b) (7)(C) is a delivery guy. (b) (6), (b) (7)(C) has a Scandrol hard hat so (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if it was Scandrol's rental. The Employee on the lift looks at (b) (6), (b) (7)(C) and asks (b) (6), (b) (7)(C) is this our lift? (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if it was Vanguards and (b) (6), (b) (7)(C) said no, it is someone else's. (b) (6), (b) (7)(C) explains to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is allowed to have delivery guy and (b) (6), (b) (7)(C) explains to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is driving a variable reach forklift and (b) (6), (b) (7)(C) is not a delivery guy. (b) (6), (b) (7)(C) is a Scandrol employee. (b) (6), (b) (7)(C) directs (b) (6), (b) (7)(C) to put the last , material on the truck. (b) (6), (b) (7)(C) witnesses (b) (6), (b) (7)(C) directing the employee that was on the forklift with further instructions after (b) (6), (b) (7)(C) puts the lift away. The actual delivery driver straps up the material and leaves. (b) (6), (b) (7)(C) cards a couple guys on a gulf cart and they are union. As

(b) (6), (b) (7)(C) exited the building (b) (6), (b) (7)(C) calls (b) (6), (b) (7)(C) out on the Non Union Employees on the lift. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) are aloud to drive a lift. (b) (6), (b) (7)(C) said when you say we you are saying the Carpenters. And (b) (6), (b) (7)(C) is not a Union Carpenter so (b) (6), (b) (7)(C) doesn't have that right on this site. (b) (6), (b) (7)(C) let's (b) (6), (b) (7)(C) know that Scandroli is in violation of their CBA with the Carpenters. (b) (6), (b) (7)(C) decides to get in (b) (6), (b) (7)(C) car and drive around the building to see what the outside of the door looks like where (b) (6), (b) (7)(C) took the for frame down at. As (b) (6), (b) (7)(C) was doing so, (b) (6), (b) (7)(C) receives an email from (b) (6), (b) (7)(C) (Paul Reilly) explaining that Scandroli was going to do the extra wok themselves. (b) (6), (b) (7)(C) farther explains that Scandroli said the Union is going to picket if Vanguard shows up on site and demanded Paul Reilly to use a different contractor. (b) (6), (b) (7)(C) turns around and pulls up to (b) (6), (b) (7)(C) truck and tells (b) (6), (b) (7)(C) about the email (b) (6), (b) (7)(C) received. (b) (6), (b) (7)(C) said wow that is surprising because we just asked them for more information. (b) (6), (b) (7)(C) googles where the office of Scandroli is and finds out it is 10 minutes from the site. (b) (6), (b) (7)(C) decides to go there and try and talk with someone to resolve the situation. When (b) (6), (b) (7)(C) gets there (b) (6), (b) (7)(C) speaks to the receptionist and explains who (b) (6), (b) (7)(C) was and asks if there was someone (b) (6), (b) (7)(C) could speak to regarding the site. They call and they tell (b) (6), (b) (7)(C) to call Entermatic(manuafacture of the Equipment that Paul Reilly sales). (b) (6), (b) (7)(C) presses the receptionist and asked if there is any way (b) (6), (b) (7)(C) can speak with someone. The receptionist goes up the stairs and brings back a note and says that my contract is with Entrematic so I need to speak with them. (b) (6), (b) (7)(C) gives me the note with (b) (6), (b) (7)(C) number(regional sales guy for Entrematic). (b) (6), (b) (7)(C) gets in (b) (6), (b) (7)(C) car and calls (b) (6), (b) (7)(C) and leaves a message. (b) (6), (b) (7)(C) starts driving back home, and on (b) (6), (b) (7)(C) way (b) (6), (b) (7)(C) calls the Operators local out of Rockford and the Teamsters local out of Rockford to let them know Scandroli had Non Union guys doing the work they claim. At around 10:00 (b) (6), (b) (7)(C) received a call from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) didn't feel it was right that the contract be taken away from Vanguard because Dock Workers Local 1 had been the only Union trying to resolve the issue and was the only one communicating. And If the Carpenters had good intentions then they would contact us and try to resolve this. (b) (6), (b) (7)(C) agreed and told (b) (6), (b) (7)(C) to write (b) (6), (b) (7)(C) a letter that (b) (6), (b) (7)(C) could take to (b) (6), (b) (7)(C) supervisor and they would have a meeting. (b) (6), (b) (7)(C) drafted and sent a letter to (b) (6), (b) (7)(C) and later (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) back and told (b) (6), (b) (7)(C) that they were going to back (b) (6), (b) (7)(C) because Vanguard and Dock Equipment Workers Local 1 had done nothing wrong and that the Carpenters say there is a problem but the Carpenters will not give a way to resolve whatever they are saying is wrong. They were going to give Scandroli a choice of picking their own installer and the product wouldn't be covered under warranty. They would have to reimburse Vanguard for their time on the job. The other option was to keep Vanguard and they would have a warranty on the equipment. Vanguard never heard anything regarding them choosing their own installer and was in correspondence with Paul Reilly and Entrematic on when delivery dates for the product were going to be there.

Email stating they want to take the contract from Vanguard:

From: (b) (6), (b) (7)(C) @paulreilly.com>
Date: February 25, 2019 at 8:33:54 AM CST

To: (b) (6), (b) (7)(C)
Subject: Amazon - Rockford

(b) (6), (b) (7)(C)

The contractor is going to hot dip galvanize the fore frames and will try to back charge Dynaco.

(b) (6), (b) (7)(C) also said the union will picket if you show up on site and are demanding we use a different union door installer. Send me an invoice for the work you have completed to date. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

1967 Quincy Court

Glendale Heights, IL 60139

630.529.8100

630.529.1499 - fax

(b) (6), (b) (7)(C) - cell

www.paulreilly.com

R
Paul Reilly Company

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The Sero VELOCITY fan circulates the greatest volume of air while consuming the least amount of energy.



Note From Scandroli with (b) (6), (b) (7)(C) number

ENTREPRENEUR

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emails confirming Vanguard was still scheduled to do this work:

Subject: RE: Amazon - Rockford - sectional doors

Thanks.

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C) @entrematic.com>
Sent: Thursday, February 28, 2019 10:26 AM
To: (b) (6), (b) (7)(C) @paulreilly.com>; (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C) @vanguardinstall.com
Cc: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @paulreilly.com>; (b) (6), (b) (7)(C) @paulreilly.com
Subject: RE: Amazon - Rockford - sectional doors

(b) (6), (b) (7)(C)

Per our conversation Vanguard will install the doors and West Suburban the dock equipment.

(b) (6), (b) (7)(C)

Loading Dock Americas
www.entrematic.com

4Front Engineered Solutions, Inc

W183S8253 Racine Ave.

Muskego, WI 53150 United States

E-mail: (b) (6), (b) (7)(C) @entrematic.co
m

www.entrematic.com

From: (b) (6), (b) (7)(C) @paulreilly.com>

Sent: Thursday, February 28, 2019 10:13 AM

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C) @vanguardinstall.com

Cc: (b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

<(b) (6), (b) (7)(C) @paulreilly.com>; (b) (6), (b) (7)(C) @paulreilly.com

Subject: RE: Amazon - Rockford - sectional doors

Hi (b) (6), (b) (7)(C)

What should we do about the union issue? Thanks, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C) @entrematic.com>

Sent: Thursday, February 28, 2019 9:35 AM

Cc: (b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

<(b) (6), (b) (7)(C) @paulreilly.com>; (b) (6), (b) (7)(C) @paulreilly.com; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @paulreilly.com>

Subject: RE: Amazon - Rockford - sectional doors

Importance: High

Hello (b) (6), (b) (7)(C)

Regarding the sectional doors, we are sending UHA's to **replace the existing high lift track piece** they have on site and they'll need to raise the shaft line to accommodate. Everything else on site is able to be reused. I will advise of ship date / tracking as soon as I receive it.

Please let me know if you have any questions.

Regards,

(b) (6), (b) (7)(C)

Loading Dock Products

Entrematic

N56 W24701 Corporate Circle
Sussex, Wisconsin 53089 USA

Direct: **(b) (6), (b) (7)(C)**

Main: 1 262 246 1300

Fax: 1 972 389 4249

E-mail: **(b) (6), (b) (7)(C)**@entrematic.com

www.entrematic.us

ENTRE/MATIC

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From: (b) (6), (b) (7)(C) @paulreilly.com>
Sent: Thursday, January 24, 2019 9:16 AM
To: (b) (6), (b) (7)(C) @entrematic.com>
Cc: (b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @paulreilly.com>; (b) (6), (b) (7)(C) @paulreilly.com
Subject: Amazon - Rockford

Hi (b) (6), (b) (7)(C)

We are going to use Vanguard Installation to install the Amarr and Dynaco doors. Please change the contact name for delivery to

(b) (6), (b) (7)(C)

Also, please make sure the contractor marks the finished floor line (interior and exterior) at all of the door openings. Thanks, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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1967 Quincy Court
Glendale Heights, IL 60139

(b) (6), (b) (7)(C)

630.529.1499 - fax

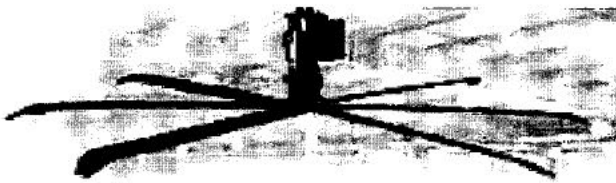
(b) (6), (b) (7)(C) - cell

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3-11-2019 8:30 AM

Vanguard Installations Inc. arrives at site slightly before (b) (6), (b) (7)(C) Dock Equipment Workers Local 1). They meet up and decide to go inside to get a lay of the land. Vanguard's employee (b) (6), (b) (7)(C) decide to unload their lift and trailer inside the building. They start to get all of their tools ready and around 9:00 AM unload the material that was waiting to come in. (b) (6), (b) (7)(C) decides to see if the (b) (6), (b) (7)(C)s in (b) (6), (b) (7)(C) trailer. (b) (6), (b) (7)(C) enters the trailer and makes a comment on how nice and warm it is inside the building. (b) (6), (b) (7)(C) looks at (b) (6), (b) (7)(C) with disgust and asks if Vanguard was signatory to the Carpenters yet. (b) (6), (b) (7)(C) replies no, why would they be. (b) (6), (b) (7)(C)

responds that (b) (6), (b) (7)(C) said the doors are Carpenter work. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) who said it was Carpenters work?? And (b) (6), (b) (7)(C) didn't say anything that time. (b) (6), (b) (7)(C) said Vanguard is going to have to leave the site until they clear up the issue that is going on. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) what issue was. (b) (6), (b) (7)(C) didn't answer and called (b) (6), (b) (7)(C) and asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) conversation with Entrematic went. (b) (6), (b) (7)(C) hung up the phone and said your guys have to leave. I asked (b) (6), (b) (7)(C) why? (b) (6), (b) (7)(C) didn't say anything. I told (b) (6), (b) (7)(C) Vanguard has a right to finish their work and they have a contractual obligation to finish it. (b) (6), (b) (7)(C) walked out of the job site trailer and (b) (6), (b) (7)(C) followed about 10 feet away. (b) (6), (b) (7)(C) was going to enter the building and turned around and told (b) (6), (b) (7)(C) to leave. (b) (6), (b) (7)(C) said again Vanguard has a contractual obligation to finish the work and that (b) (6), (b) (7)(C) couldn't kick them off the site for no reason. (b) (6), (b) (7)(C) walked toward (b) (6), (b) (7)(C) and put (b) (6), (b) (7)(C) nose against (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) to leave. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) touches (b) (6), (b) (7)(C) there would be a problem. (b) (6), (b) (7)(C) turned and walked away. A while later (b) (6), (b) (7)(C) went to the Vanguard employees and told them they would be receiving an email to leave shortly. Shortly after this (b) (6), (b) (7)(C) received an email from (b) (6), (b) (7)(C) stating that Entrematic has requested you leave the site because the local Union is threatening to picket and Amazon does not want that hassle. (b) (6), (b) (7)(C) responds and tells (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) needs the Carpenters to actually say this. (b) (6), (b) (7)(C) did not respond. (b) (6), (b) (7)(C) went in the job site trailer and videoed (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) questions. (b) (6), (b) (7)(C) said during the middle that (b) (6), (b) (7)(C) didn't have (b) (6), (b) (7)(C) right to video. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) didn't need it. (b) (6), (b) (7)(C) went to (b) (6), (b) (7)(C) car and called Frank Marco and left a message. Frank Marco called (b) (6), (b) (7)(C) back and suggested that Vanguard leave for now because the contractor had the right to schedule Vanguard. (b) (6), (b) (7)(C) got the (b) (6), (b) (7)(C) and told them to pack up.

From: (b) (6), (b) (7)(C) @paulreilly.com>
Date: March 11, 2019 at 2:19:59 PM CDT
To: "(b) (6), (b) (7)(C)"
Subject: RE: Amazon - Rockford

Go for it.

(b) (6), (b) (7)(C)

Paul Reilly Company - Celebrating 42 Years!

From: (b) (6), (b) (7)(C)
Sent: Monday, March 11, 2019 1:39 PM
To: (b) (6), (b) (7)(C) paulreilly.com>
Subject: Re: Amazon - Rockford

We are pulling off. Please give me a couple days to go to the NLRB and take care of this.

On Mar 11, 2019, at 10:24 AM, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@paulreilly.com> wrote:

(b) (6), (b) (7)(C)

Entrematic has requested you leave the site because the local union is threatening to picket and Amazon does not want that hassle. Thanks, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

1967 Quincy Court

Glendale Heights, IL 60139

(b) (6), (b) (7)(C)

630.529.1499 - fax

(b) (6), (b) (7)(C) - cell

www.paulreilly.com

3-13-2019 10:38 AM

Vanguard receives notice from Dock Workers, Local 1 that they will picket if the work is reassigned. Vanguard emails Entrematic and Paul Reilly and let's them know about the letter. Later at around 12:30 PM Vanguard receives an email from (b) (6), (b) (7)(C) (Entrematic, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)) directed towards Scandoli that Entrematic is intending on staying with Vanguard if they can't come up with any proof with what they are saying.

From: "(b) (6), (b) (7)(C)"@entrematic.com>
Date: March 13, 2019 at 12:45:23 PM CDT
To: "(b) (6), (b) (7)(C)"@scandroli.com"
<(b) (6), (b) (7)(C)"@scandroli.com>
Cc: "(b) (6), (b) (7)(C)"@entrematic.com>, (b) (6), (b) (7)(C)"
(b) (6), (b) (7)(C)"@paulreilly.com>,
(b) (6), (b) (7)(C)"@vanguardinstall.com"
<(b) (6), (b) (7)(C)"@vanguardinstall.com>, "(b) (6), (b) (7)(C)"
(b) (6), (b) (7)(C)"@entrematic.com>
Subject: KRIV FW: Rockford amazon job

(b) (6), (b) (7)(C)

As you can see below the Material Handling and Dock Equipment Workers, Local No. 1 is preparing to picket the jobsite should the work be reassigned. At the risk of repeating myself I feel compelled to state several facts for the record.

- We were contracted to provide union labor.
- We subcontracted Paul Reilly Company who in turn subcontracted Vanguard, thus providing union labor in compliance with our contract.
- You have been provided with a letter certifying that Vanguard is a member in good standing of the Material Handling and Dock Equipment Workers, Local #1.
- You have been provided with a letter certifying that Material Handling and Dock Equipment Workers, Local #1 is recognized by the National Labor Relations Board.
- You have been provided with ample opportunity to provide evidence in the contrary, and to date have not done so.
- The union (b) (6), (b) (7)(C) representing the Carpenters has been in touch with you, but refuses to engage with Entrematic, Vanguard, or Paul Reilly

Company. We have received no information to date that contradicts our assertion that Vanguard is a legitimate union contractor.

We expect to complete the project with Vanguard. If you have new information that we are unaware of please let us know.

Thank you,

(b) (6), (b) (7)(C)

Loading Dock Products

Entrematic

N56 W24701 Corporate Circle

Sussex, Wisconsin 53089 USA

Direct: +1 (b) (6), (b) (7)(C)

Switchboard: +1 262 246 1300

Mobile/SMS: +1 (b) (6), (b) (7)(C)

E-mail: (b) (6), (b) (7)(C)@entrematic.com

www.entrematic.com

www.4FrontES.com

-----Original Message-----

From: (b) (6), (b) (7)(C)@entrematic.com>

Sent: Wednesday, March 13, 2019 12:35 PM

To: (b) (6), (b) (7)(C)@entrematic.com>

Subject: FW: Rockford amazon job

FYI

Also, Vanguard is getting their attorney's involved.

(b) (6), (b) (7)(C)

Loading Dock Americas
www.entrematic.com

4Front Engineered Solutions, Inc
W183S8253 Racine Ave.
Muskego, WI 53150 United States

(b) (6), (b) (7)(C)

E-mail:

(b) (6), (b) (7)(C)@entrematic.com

www.entrematic.com

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-----Original Message-----

From: (b) (6), (b) (7)(C)@vanguardinstall.com>

Sent: Wednesday, March 13, 2019 12:24 PM

To: (b) (6), (b) (7)(C)@paulreilly.com

Cc: (b) (6), (b) (7)(C)@entrematic.com>

Subject: Rockford amazon job

Hi (b) (6), (b) (7)(C)

Vanguard just recieved notice from Material Handling and Dock Equipment Workers, Local No. 1 that they will picket the Rockford Amazon job if the work is reassigned to Carpenters. Please understand that this is not a Vanguard decision. Thank you for your attention.

Best regards,

(b) (6), (b) (7)(C): (b) (6), (b) (7)(C)

3-18-2019 around 10:00 AM

(b) (6), (b) (7)(C) drives to site to talk with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) arrives at site and enters building to make sure no other trade is installing the doors. Everything is fine so (b) (6), (b) (7)(C) goes to site trailer and talks with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) explains to (b) (6), (b) (7)(C) that Vanguard would like to finish the work it started and that Vanguard plans to send their employees back since Entrematic is still assigning the work to Vanguard. (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) still has orders not to let Vanguard on site. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) can't just kick Vanguard off without reason. (b) (6), (b) (7)(C) also told (b) (6), (b) (7)(C) not to be surprised if (b) (6), (b) (7)(C) sees Vanguard on site working. (b) (6), (b) (7)(C) leaves and re-enters to get (b) (6), (b) (7)(C) business card.

(b) (6), (b) (7)(C) (Carpenter Local 792):
(b) (6), (b) (7)(C)
F: 815963-0208
C: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@carpentersunion.org

Entrematic:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
O: (b) (6), (b) (7)(C)
M: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@entrmatic.com

(b) (6), (b) (7)(C)
Direct: (b) (6), (b) (7)(C)
M: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@entrematic.com

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) for Entrematic
Direct: (b) (6), (b) (7)(C)
M: (b) (6), (b) (7)(C)
F: 262-679-6210
Email: (b) (6), (b) (7)(C)@entrematic.com

Paul Reilly Company:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
F: 630-529-1499
C: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
O: (b) (6), (b) (7)(C)
C: (b) (6), (b) (7)(C)

Scandroli Construction:

(b) (6), (b) (7)(C)
Cell: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@SCANDROLI.COM

(b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)scandroli.com

Vanguard Installation, Inc:
(b) (6), (b) (7)(C)
C: (b) (6), (b) (7)(C)

Dock Workers, Local 1

(b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@dockinstallersu1.com



Purchase Order

The following number must appear on all related correspondence, shipping papers and invoices.

1967 Quincy Court, Glendale Heights, IL 60139
630-529-8100 * Fax 630-529-1499

Purchase Order #

42503

Vendor

Vanguard Installations Inc.
P.O. Box 173
Monee, IL 60449
Phone: 708-516-7498
Fax:
E-Mail: [\(b\) \(6\), \(b\) \(7\)\(C\)@vanguard.com](mailto:(b) (6), (b) (7)(C)@vanguard.com)
Attention:

Ship To

Amazon Air Cargo NW
5824 Kishwaukee Rd.
Rockford, IL 61109

(b) (6), (b) (7)(C) - Scandoli Construction

Purchase Order Date
1/24/2019

Page	Revision
1 of 1	

For Resale
3270-1748

Ship Via
Best Way

F.O.B
Factory

Terms
Net 30

Part Number	Description	Required Date	QTY	Unit Price	Extended Price
	Union labor per attached Estimate # 1413. No concrete poured. Note: Amarr doors arriving 1/28/19. Dynaco doors arriving 2/1/19	1/28/2019	16		(b) (4)
TOTAL:					(b) (4)

Special Instructions:

Salesman:

(b) (6), (b) (7)(C)

Authorized By

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CONFIRM SHIP DATE TO FAX # 630-529-1499



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602

Agency Website: www.nlrb.gov
Telephone: (309)671-7080
Fax: (309)671-7095

Agent's Direct Dial: (309)218-1727

March 21, 2019

VIA ELECTRONIC MAIL

(b) (6), (b) (7)(C)

International Brotherhood of Material Handling
and Dock Equipment Workers, Local 1
30334 S Kedzie Ave
Beecher, IL 60401-3731
(b) (6), (b) (7)(C) [@dockinstallersu1.com](mailto: @dockinstallersu1.com)

Re: International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

Dear (b) (6), (b) (7)(C):

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows.

- The Charging Party alleges that since about March 13, 2019, the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 threatened to picket Vanguard Installation, Inc. with the object of requiring and forcing Vanguard Installation to employ and assign work on the Amazon jobsite in Rockford, IL to members of the Dockworkers rather than members of Carpenters Local 792 in violation of Section 8(b)(4)(D) of the Act.

Board Affidavits: I am requesting to take affidavits from you and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me immediately to schedule your affidavit.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Provide a copy of any contracts the Union had with Vanguard Installations covering the work performed at the Amazon jobsite in Rockford, Illinois.
2. Provide all communications between the Employer and the Union regarding work performed at the Amazon jobsite in Rockford, Illinois, including but not limited to, emails, letters, text messages, memos, and facsimiles.
3. Provide your legal position in response to these allegations.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by tomorrow March 22, 2019 at close of business. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (309)218-1727, or e-mail, ashley.miller@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

Ashley M. Miller

ASHLEY MILLER
Field Attorney

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 33**

**INTERNATIONAL BROTHERHOOD OF
MATERIAL HANDLING AND DOCK
EQUIPMENT WORKERS, LOCAL 1
(VANGUARD INSTALLATIONS, INC.)**

and

Case 25-CD-238122

VANGUARD INSTALLATIONS, INC.

and

CARPENTERS LOCAL 792

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 25. If the charge is found meritorious, the National Labor Relations Board will hear and determine the work jurisdiction dispute involved in the charge pursuant to Section 10(k) of the Act unless, within 10 days of the receipt of this notice, the parties to the dispute submit to the Regional Office satisfactory evidence that they have adjusted the dispute or have agreed to a voluntary method of adjustment.

Dated: March 21, 2019

PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25, BY



NATHANIEL E. STRICKLER
OFFICER-IN-CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602

Agency Website: www.nlrb.gov
Telephone: (309)671-7080
Fax: (309)671-7095



Download
NLRB
Mobile App

March 21, 2019

(b) (6), (b) (7)(C) @dockinstallerslu1.com
(b) (6), (b) (7)(C)

International Brotherhood of Material
Handling & Dock Equipment Workers, Local 1
PO Box 897
Beecher, IL 60401

Re: International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

Dear (b) (6), (b) (7)(C)

Investigator: This charge is being investigated by Field Attorney ASHLEY MILLER whose telephone number is (309)218-1727. If the Board agent is not available, you may contact Supervisory Attorney MICHAEL T. BECK whose telephone number is (317)991-7638.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. **In cases such as this one, we try to complete our investigation within 72 hours of filing the charge.** Therefore, I urge you or your representative to **immediately** submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case

closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.


International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

- 3 -

We can provide assistance for persons with limited English proficiency or disability.
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

PATRICIA K. NACHAND
Regional Director

By: 
NATHANIEL E. STRICKLER
Officer in Charge

Enclosures

1. Copy of Charge
2. Notice of Charge Filed

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 33**

**INTERNATIONAL BROTHERHOOD OF
MATERIAL HANDLING AND DOCK
EQUIPMENT WORKERS, LOCAL 1
(VANGUARD INSTALLATIONS, INC.)**

and

Case 25-CD-238122

VANGUARD INSTALLATIONS, INC.

AFFIDAVIT OF SERVICE OF CHARGE AND NOTICE OF CHARGE FILED

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 21, 2019, I served the above-entitled document(s) by post-paid regular mail and email upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

Vanguard Installations, Inc.
6310 W. Bruns Road
Unit B
Monee, IL 60449

(b) (6), (b) (7)(C) [@vanguardinstall.com](mailto: @vanguardinstall.com)
(b) (6), (b) (7)(C) [@vanguardinstall.com](mailto: @vanguardinstall.com)

(b) (6), (b) (7)(C)

International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1
PO Box 897
Beecher, IL 60401

(b) (6), (b) (7)(C) [@dockinstallerslu1.com](mailto: @dockinstallerslu1.com)

(b) (6), (b) (7)(C)

CARPENTERS LOCAL 792
212 South First Street
Rockford, IL 11042

(b) (6), (b) (7)(C) [@carpenter792.org](mailto: @carpenter792.org)

March 21, 2019

Date

Sara Mol, Designated Agent of NLRB

Name

/s/ Sara Mol

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 33**

**INTERNATIONAL BROTHERHOOD OF
MATERIAL HANDLING AND DOCK
EQUIPMENT WORKERS, LOCAL 1
(VANGUARD INSTALLATIONS, INC.)**

and

Case 25-CD-238122

VANGUARD INSTALLATIONS, INC.

and

CARPENTERS LOCAL 792

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 25. If the charge is found meritorious, the National Labor Relations Board will hear and determine the work jurisdiction dispute involved in the charge pursuant to Section 10(k) of the Act unless, within 10 days of the receipt of this notice, the parties to the dispute submit to the Regional Office satisfactory evidence that they have adjusted the dispute or have agreed to a voluntary method of adjustment.

Dated: March 21, 2019

PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25, BY



NATHANIEL E. STRICKLER
OFFICER-IN-CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602

Agency Website: www.nlr.gov
Telephone: (309)671-7080
Fax: (309)671-7095



Download
NLRB
Mobile App

March 21, 2019

(b) (6), (b) (7)(C) [@vanguardinstall.com](mailto: @vanguardinstall.com)
(b) (6), (b) (7)(C) [@vanguardinstall.com](mailto: @vanguardinstall.com)

(b) (6), (b) (7)(C)

Vanguard Installations, Inc.
6310 W. Bruns Road
Unit B
Monee, IL 60449

Re: International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on March 21, 2019 has been docketed as case number 25-CD-238122. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ASHLEY MILLER whose telephone number is (309)218-1727. If the Board agent is not available, you may contact Supervisory Attorney MICHAEL T. BECK whose telephone number is (317)991-7638.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. We seek to resolve labor disputes promptly and, in cases such as the one you filed alleging a violation of Section 8(b)(4)(D) of the Act, **we expect you to provide your affidavit(s) and other evidence within 24 hours of filing the charge.** If you have not yet scheduled a date and time for the Board agent to take your affidavit, please immediately contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

- 3 -

We can provide assistance for persons with limited English proficiency or disability.
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

PATRICIA K. NACHAND
Regional Director

By: 
NATHANIEL E. STRICKLER
Officer in Charge

Enclosures

1. Copy of Charge
2. Notice of Charge Filed
3. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

25-CD-238122

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

From: [Strickler, Nathaniel E.](#)
To: [Mol, Sara](#)
Subject: RE: fax from "7089462896" for "NLRB"
Date: Thursday, March 21, 2019 1:50:45 PM
Attachments: [International Brotherhood of Material Handling and Dock Equipment Workers Local 1 ICM Docket Sheet Region 25 CB.pdf](#)
[faxreceive.2019-03-13-16-30-24_5BA.pdf](#)

Here's the assignment sheet for today's priority charge.

-----Original Message-----

From: FSM-Peoria
Sent: Thursday, March 14, 2019 8:41 AM
To: Strickler, Nathaniel E. <Nathaniel.Strickler@nlrb.gov>
Cc: Hinkle, Joshua <Joshua.Hinkle@nlrb.gov>
Subject: FW: fax from '7089462896' for 'NLRB'

For assignment.

-----Original Message-----

From: Retarus Faxolution <gla from@retarus net>
Sent: Wednesday, March 13, 2019 4:30 PM
To: FSM-Peoria <fmpeoria@nlrb.gov>
Subject: fax from '7089462896' for 'NLRB'

overall result : OK
calling party phone number : 0017089462896 calling party ID : '7089462896'
called party phone number : +13096717095 called party ID : 'NLRB'
call setup : 2019-03-13-16.30.24
call duration : 92
page count : 4
transfer rate : 14400 bps
resolution : low

REGION 25 – DOCKET SHEET

 (Charge Against EMPLOYER ☐ UNION ☒)

Inquiry #	Case #
Case Name: International Brotherhood of Material and Dock Equipment Workers, Local 1 (Vanguard Installations, Inc.)	Method of Receipt: Electronic (Fax) IO Assisted (Check if applicable): <input type="checkbox"/>

Assigned To	Supervisor	BECK	Agent	A.MILLER
--------------------	------------	------	-------	----------

Dispute Location	City	Monee	State	ILLINOIS
-------------------------	------	-------	-------	----------

10(j) (Check if Applicable)	<input type="checkbox"/>	*Place check mark in the 10(j) box in the charge action
------------------------------------	--------------------------	----------------------------------------------------------------

Bargaining Status (Check One)

Existing Contract	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>
Seeking Initial Contract	<input type="checkbox"/>	Organizational Campaign	<input type="checkbox"/>
Seeking Successor Contract	<input type="checkbox"/>		

No. of 8(a)(3) Discriminatees		<input type="checkbox"/> * Add backpay paragraph by checking the backpay box in the CP docketing template
Number of 8(b)(2) Distriminatees		
Date Filed (Action Disposition Date)	3/21/2019	

IA Category	3		
--------------------	---	--	--

Case Research <small>Relate on CASE LEVEL</small> Blocks R Case Number: <small>Relate on CASE LEVEL</small>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Comments	
-----------------	--

I will have the charge reviewed prior to mailing	MOL
--------------------------------------------------	-----

Section	(CA) Allegations	Apply	Section	(CB) Allegations	Apply
8(a)(1)	Coercive Actions (Surveillance, etc.)		8(b)(1)(A)	Coercion, incl'g Statements and Violence	
	Coercive Rules			Denial of Access	
	Coercive Statements (Threats, Promises of Benefits, etc.)			Discipline (including charges/fines)/Harassment	
	Concerted Activities (Retaliation, Discharge, Discipline)			Duty of Fair Representation, incl'g Superseniority, denial of access	
	Denial of Access			Hiring Halls	
	Discharge of Supervisor (Parker-Robb Chevrolet)			Picketing/Strike Actions	
	Interrogation (including Polling)			Rules: Coercive	
	Lawsuits			Union Dues and/or Membership Related (including excessing fees)	
	Weingarten				
			8(b)(1)(B)	Fund Contribution Related	
8(a)(2)	Assistance			Lawsuits	
	Domination			Other Allegations	
	Unlawful Recognition			Statements/Threats/Violence	
8(a)(3)	Changes in Terms and Conditions of Employment		8(b)(2)	Hiring Hall Related	
	Discharge (including Layoff and Refusal to Hire (not salting))			Lawsuits	
	Discipline			Union Security Related Actions	
	Lockout			Causing Employer to Discriminate/Retaliate	
	Refusal to Consider/Hire Applicant (salting only)				
	Refusal to Hire Majority		8(b)(3)	Failure to Sign Agreement	
	Refusal to Reinstatement E'ee/Striker (e.g. Laidlaw)			Refusal to Bargain/Bad Faith or Surface Bargaining	
	Retaliatory Lawsuit			Refusal to Furnish Information	
	Shutdown or Relocate/Subcontract Unit Work			Repudiation/Modification of Contract	
	Union Security Related Actions				
			8(b)(4)(A)	Lawsuits/Grievances	
8(a)(4)	Changes in Terms and Conditions of Employment			Picketing/Handbilling	
	Discharge (including Layoff and Refusal to Hire)			Statements	
	Discipline				
	Refusal to Reinstatement Employee/Striker		8(b)(4)(B)	Lawsuits/Grievances	
	Shutdown or Relocate/Subcontract Unit Work			Picketing/Handbilling	
				Statements	
8(a)(5)	Alter Ego				
	Failure to Sign Agreement		8(b)(4)(C)	Lawsuits/Grievances	
	Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)			Picketing/Handbilling	
	Refusal to Furnish Information			Statements	
	Refusal to Recognize				
	Repudiation/Modification of Contract (Sec 8(d))/Unilateral Changes		8(b)(4)(D)	All Allegations	✓
	Shutdown or Relocate (e.g. First National Maint.) Subcontract Work				
			8(b)(5)	All Allegations	
8(e)	All Allegations against an Employer				
			8(b)(6)	All Allegations	
			8(b)(7)(A)	All Allegations	
			8(b)(7)(B)	All Allegations	
			8(b)(7)(C)	All Allegations	
			8(e)	All Allegations against a Labor Organization	
			8(g)	All Allegations	

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 33**

**INTERNATIONAL BROTHERHOOD OF
MATERIAL HANDLING AND DOCK
EQUIPMENT WORKERS, LOCAL 1
(VANGUARD INSTALLATIONS, INC.)**

and

Case 25-CD-238122

VANGUARD INSTALLATIONS, INC.

and

CARPENTERS UNION LOCAL 792

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 25. If the charge is found meritorious, the National Labor Relations Board will hear and determine the work jurisdiction dispute involved in the charge pursuant to Section 10(k) of the Act unless, within 10 days of the receipt of this notice, the parties to the dispute submit to the Regional Office satisfactory evidence that they have adjusted the dispute or have agreed to a voluntary method of adjustment.

Dated: March 21, 2019

PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25, BY



NATHANIEL E. STRICKLER
OFFICER-IN-CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 33
101 SW Adams St
Suite 400
Peoria, IL 61602

Agency Website: www.nlr.gov
Telephone: (309)671-7080
Fax: (309)671-7095



Download
NLRB
Mobile App

March 21, 2019

(b) (6), (b) (7)(C) @carpenter792.org
(b) (6), (b) (7)(C)
CARPENTERS LOCAL 792
212 South First Street
Rockford, IL 11042

Re: International Brotherhood of Material
Handling and Dock Equipment Workers,
Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ASHLEY MILLER whose telephone number is (309)218-1727. If the Board agent is not available, you may contact Supervisory Attorney MICHAEL T. BECK whose telephone number is (317)991-7638.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your

representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witness to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.


Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

PATRICIA K. NACHAND
Regional Director

By: 
NATHANIEL E. STRICKLER
Officer in Charge

Enclosures

1. Copy of Charge
2. Notice of Charge Filed

NATIONAL LABOR RELATIONS BOARD
QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully. Answer all applicable items and return to the Regional Office. If additional space is required, use plain bond paper and identify item number.

CASE NAME International Brotherhood of Material Handling and Dock equipment workers local 1 (Vanguard Installation, Inc) & Vanguard Installation, Inc and Carpenters Local 792 CASE NUMBER 25-CD-2381221. TYPE OF BUSINESS
☒ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP2. CLASSIFICATION WHICH DESCRIBES YOUR BUSINESS
☐ WHOLESALE ☐ NEWSPAPER ☐ OFFICE OF INDUSTRIAL BUILDING ☐ RETAIL
☐ HOSPITAL ☐ HOTEL - MOTEL ☐ MANUFACTURING/PROCESSING ☐ SERVICE ORGANIZATION
☐ TRUCKING ☐ PUBLIC UTILITY ☐ BROADCASTING STATION ☐ NURSING HOME
☐ TRANSIT SYSTEM ☐ BUILDING AND CONSTRUCTION ☐ OTHER (Describe)

3. EXACT LEGAL TITLE OF FIRM

Vanguard Installation Incorporated

4. IF A CORPORATION

A. INCORPORATED IN
STATE OF:IL

B. NAME(S) AND ADDRESS(ES) OF PARENT, SUBSIDIARY, OR RELATED CORPORATION, IF ANY, AND DESCRIBE RELATIONSHIP.

5. IF A PARTNERSHIP

FULL NAME AND COMPLETE ADDRESS OF ALL PARTNERS.

6. IF A PROPRIETORSHIP

FULL NAME AND COMPLETE ADDRESS OF PROPRIETOR.

7. BRIEFLY DESCRIBE THE NATURE OF YOUR BUSINESS (General products handled or manufactured, or nature of services performed).

Install material handling equipment

8. PRINCIPAL PLACE OF BUSINESS LOCATED AT:

BRANCH(es) LOCATED AT:

9. NUMBER OF PERSONNEL PRESENTLY EMPLOYED BY YOUR FIRM

A. TOTAL

2-5

B. AT THE ADDRESS INVOLVED IN THIS PROCEEDING.

10 personal / no more than 4 at one time10. DURING THE PAST ☐ CALENDAR, ☐ FISCAL YEAR (If Fiscal Year indicate dates) OR ☐ LAST 12 MONTHS (Check appropriate box):A. DID GROSS REVENUE FROM SALES OR PERFORMANCE OF SERVICES DIRECTLY TO CUSTOMERS OUTSIDE THE STATE EXCEED \$50,000 ☒ YES ☐ NO IF LESS THAN \$50,000 INDICATE AMOUNT \$B. DID GROSS AMOUNT OF PURCHASES OF MATERIALS OR SERVICES DIRECTLY FROM OUTSIDE THE STATE EXCEED \$50,000 ☐ YES ☒ NO IF LESS THAN \$50,000 INDICATE AMOUNT \$ 0C. DID GROSS REVENUE FROM YOUR SALES OR PERFORMANCE OF SERVICES EQUAL OR EXCEED \$50,000 TO FIRMS WHICH DIRECTLY MADE SALES TO CUSTOMERS OUTSIDE THE STATE AND/OR TO CUSTOMERS WHICH MADE PURCHASES FROM DIRECTLY OUTSIDE THE STATE ☒ YES ☐ NO IF LESS THAN \$50,000 INDICATE AMOUNT \$D. IF THE ANSWER TO 10(c) IS NO, DID GROSS REVENUE FROM SALES OR PERFORMANCE OF SERVICES EQUAL OR EXCEED \$50,000 TO PUBLIC UTILITIES, TRANSIT SYSTEMS, NEWSPAPERS, HEALTH CARE INSTITUTIONS, BROADCASTING STATIONS, COMMERCIAL BUILDINGS, EDUCATIONAL INSTITUTIONS AND/OR RETAIL CONCERNS ☐ YES ☐ NO IF LESS THAN \$50,000 INDICATE AMOUNT \$E. DID GROSS AMOUNT OF YOUR PURCHASES EQUAL OR EXCEED \$50,000 FROM FIRMS WHICH IN TURN, PURCHASED THOSE GOODS DIRECTLY FROM OUTSIDE THE STATE ☐ YES ☒ NO IF LESS THAN \$50,000 INDICATE AMOUNT \$ 0F. GROSS REVENUE FROM ALL SALES OR PERFORMANCE OF SERVICES (Check largest amount which firm equaled or exceeded): ☐ \$100,000 ☐ \$200,000 ☒ \$250,000 ☐ \$500,000 ☐ \$1,000,000 IF LESS THAN \$100,000 INDICATE AMOUNT \$

11. ARE YOU A MEMBER OF, OR PARTICIPATE IN, AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO

(If yes, give Name and Address of association or group).

12. DID FIRM PERFORM NATIONAL DEFENSE WORK DURING THE PERIOD INDICATED IN 10 ABOVE?

(If Yes, amount of dollar volume and name(s) and address(es) for whom work was performed).

☐ YES ☐ NO

\$

13. PROVIDE NAME & TITLE OF YOUR REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION CONCERNING THE OPERATIONS OF YOUR BUSINESS

NAME

Glenda Gomez-Krygsheld

TITLE

President

TELEPHONE NUMBER

708-516-0429

SIGNATURE OR AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

Melissa Malloy - Admin

SIGNATURE



DATE

3/22/19

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Brotherhood of Material Handling and Dock
Equipment Workers, Local 1

and

Vanguard Installations, Inc.

CASE 25-CD-238122

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
International Brotherhood of Material Handling and Dock Equipment Workers, Local 1

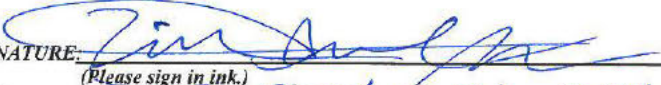
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Librado Arreola
MAILING ADDRESS: 2 N. LaSalle Street, Suite 1650, Chicago, IL 60602
E-MAIL ADDRESS: larreola@gregoriolaw.com
OFFICE TELEPHONE NUMBER: 312-263-2343
CELL PHONE NUMBER: _____ FAX: 312-263-2512
SIGNATURE: 
(Please sign in ink.)
DATE: March 22, 2019

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Brotherhood of Material Handling and Dock
Equipment Workers, Local 1 (Vanguard Installations)

and
Carpenters Union Local 792

CASE 12-CD-238122

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Carpenters Union Local 792

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME:	Terrance B. McGann		
MAILING ADDRESS:	McGann, Ketterman & Rioux, 111 E. Wacker Dr., Suite 2600, Chicago, IL 60601		
E-MAIL ADDRESS:	tmcgann@mkrlaborlaw.com		
OFFICE TELEPHONE NUMBER:	312-251-9700		
CELL PHONE NUMBER:		FAX:	312-251-9701
SIGNATURE:	<i>Terrance B McGann</i>		
	(Please sign in ink.)		
DATE:	3.25.19		

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Brotherhood of Material Handling and Dock
Equipment Workers, Local 1 (Vanguard Installations)

and

Carpenters Union Local 792

CASE 12-CD-238122



REGIONAL DIRECTOR



EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570



GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Carpenters Union Local 792

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:



REPRESENTATIVE IS AN ATTORNEY



IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME:	Karen M. Rioux
MAILING ADDRESS:	McGann, Ketterman & Rioux, 111 E. Wacker Dr., Suite 2600, Chicago, IL 60601
E-MAIL ADDRESS:	krioux@mkrlaborlaw.com
OFFICE TELEPHONE NUMBER:	312-251-9700
CELL PHONE NUMBER:	
FAX:	312-251-9701
SIGNATURE:	<i>Karen M. Rioux</i>
DATE:	3.25.19

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

GREGORIO + MARCO, LTD.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TWO NORTH LASALLE STREET
SUITE 1650
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JOHN F. GREGORIO
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GREGORY W. HOSE
GRANT R. PIECHOCINSKI

OF COUNSEL
JOHN P. SULLIVAN
ANTONE F. GREGORIO (1922-2015)

TELEPHONE
(312) 263-2343

FACSIMILE
(312) 263-2512

WEBSITE
www.gregoriolaw.com

March 25, 2019

Ashley Miller
National Labor Relations Board
Subregion 33
101 SW Adams Street, Ste. 400
Peoria, IL 61602

Re: International Brotherhood of Material Handling and Dock
Equipment Workers, Local 1 (Vanguard Installations, Inc.)
Case 25-CD-238122

Dear Ms. Miller:

This firm represents the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 ("Local 1") regarding this matter. This position statement is being submitted in response to your letter dated March 21, 2019, in which you request certain information in support of Local 1's position regarding the charge.

The job site at issue is the Amazon warehouse located in Rockford, Illinois. Vanguard Installations, Inc. ("Vanguard") was awarded the dock door installation work at that location by Scandrol Construction Co. ("Scandrol"). Vanguard employees were performing their work at the job site on February 5, 2019, when (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C) of Carpenters Local 792 approached Vanguard employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and asks for their union cards. (b) (6), (b) (7)(C) tells (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) card is on file with (b) (6), (b) (7)(C) employer and (b) (6), (b) (7)(C) leaves the area. On February 7, (b) (6), (b) (7)(C) received an email from (b) (6), (b) (7)(C), a representative of the Paul Reilly Company, requesting a response from (b) (6), (b) (7)(C) about an email that (b) (6), (b) (7)(C) had received from one of (b) (6), (b) (7)(C) salesmen, (b) (6), (b) (7)(C), who stated in (b) (6), (b) (7)(C) email that the (b) (6), (b) (7)(C) on the job said that the Vanguard union was not legitimate. (b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C) for Scandrol, who told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) that there was a problem Local 1 being on the job because it was not a legitimate union.

On February 8, (b) (6), (b) (7)(C) again visits the job site and tries to card the Vanguard employees and asks them about their wages. On February 10, (b) (6), (b) (7)(C) receives an email from (b) (6), (b) (7)(C) who forwarded an email (b) (6), (b) (7)(C) received from (b) (6), (b) (7)(C) stating that the Carpenters planned to picket the next day if Vanguard was working. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) email, "I thought you were

going to take care of this." See the attached document. Vanguard was told by Scandroli not to show up at the job site on the following day. In response, (b) (6), (b) (7)(C) sent a letter to (b) (6), (b) (7)(C) on February 11. However, (b) (6), (b) (7)(C) did not respond to (b) (6), (b) (7)(C)'s letter.

On February 25, (b) (6), (b) (7)(C) received an email from (b) (6), (b) (7)(C) in which (b) (6) stated that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that the Carpenters would picket if Vanguard showed up on the site. Vanguard did not send its employees to the job site again until March 11. (b) (6), (b) (7)(C) had a conversation with (b) (6), (b) (7)(C) of Scandroli, who asked if Vanguard had signed with the Carpenters yet. (b) (6), (b) (7)(C) responded why would they? (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that the Carpenters say the work on the doors is Carpenter work and told (b) (6), (b) (7)(C) that Vanguard employees will have to leave the site until they clear up the issue. (b) (6), (b) (7)(C) then told the Vanguard employees that they had to leave the job site. (b) (6), (b) (7)(C) then sent a letter to Vanguard dated March 13, in which (b) (6) advised Vanguard that Local 1 would picket if the work was reassigned to the Carpenters. See the attached letter. Vanguard has not been allowed back on the job to complete its work.

The facts presented above show that the Carpenters have threatened to picket the Amazon job site where Vanguard has been hired to perform the installation work. Scandroli has ceased doing business with Vanguard due to the Carpenters threat to picket the job site. Moreover, Scandroli expects that Vanguard become signatory to the Carpenters CBA before it will allow Vanguard back on the site to complete the work. In response to Scandroli's request that Vanguard sign with the Carpenters, Local 1 has threatened to picket Vanguard in order to preserve work for its members. Thus, this dispute must be resolved in a 10(k) hearing.

We reserve the right to provide additional information that may become available to us after this position statement has been submitted to your office.

Feel free to contact me should you have any questions.

Sincerely,



Librado Arreola

Enc.

cc: (b) (6), (b) (7)(C), Local 1

Librado Arreola

From: Local, 1 <(b) (6), (b) (7)(C)@dockinstallerslu1.com>
Sent: Friday, March 22, 2019 1:26 PM
To: Librado Arreola
Subject: Fwd: Feb 10 carpenters going to picket

From: (b) (6), (b) (7)(C) @paulreilly.com>
Date: February 10, 2019 at 12:30:50 PM CST
To: (b) (6), (b) (7)(C)
Subject: Fwd: Amazon - Rockford

I thought you were going to take care of this

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C) @paulreilly.com>
Date: February 10, 2019 at 10:56:04 AM CST
To: (b) (6), (b) (7)(C) @paulreilly.com>
Subject: Re: Amazon - Rockford

(b) (6), (b) (7)(C) carpenters plan to picket job site tomorrow if vanguard shows up. So (b) (6), (b) (7)(C) at Scandrol told them not to show up

Sent from my iPhone

On Feb 8, 2019, at 2:23 PM, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@paulreilly.com> wrote:

Thanks.

(b) (6), (b) (7)(C)

Paul Reilly Company - Celebrating 42 Years!

From: (b) (6), (b) (7)(C) @entrematic.com>
Sent: Friday, February 8, 2019 1:43 PM
To: (b) (6), (b) (7)(C) @paulreilly.com>
Cc: (b) (6), (b) (7)(C) @entrematic.com>; (b) (6), (b) (7)(C) @paulreilly.com
Subject: Re: Amazon - Rockford

(b) (6), (b) (7)

(b) (6) just called me. I'm reviewing everything this afternoon

(b) (6), (b) (7)(C)

Entrematic Loading Dock Products
W183 S8253 Racine Ave
Muskego, WI 53150

The information contained in this electronic mail transmission is intended by 4Front Entromatic for the use of the named individual or entity to which it is directed and may contain information that is confidential or privileged. If you have received the electronic transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email so the sender's address records can be corrected.

On Feb 8, 2019, at 1:42 PM, (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C)@paulreilly.com> wrote:

Hi (b) (6), (b) (7)(C)

The GC will not allow us to mount the fore frames because (b) (6) said they are supposed to be galvanized. Please confirm.

Any decision on the sectional doors?
We are kind of at a standstill. Thanks,

(b) (6), (b) (7)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating*
42 Years!
1967 Quincy Court
Glendale Heights, IL 60139
630.529.8100
630.529.1499 - fax
312.659.7898 - cell
www.paulreilly.com

<image001.jpg>

<image002.jpg>

<image003.jpg>

Librado Arreola

From: Local, 1 <(b) (6), (b) (7)(C)@dockinstallerslu1.com>
Sent: Monday, March 25, 2019 12:17 PM
To: Librado Arreola
Subject: My. Response, March 11

From: (b) (6), (b) (7)(C)@paulreilly.com>
Date: March 11, 2019 at 2:19:59 PM CDT
To: "(b) (6), (b) (7)(C)"
Subject: RE: Amazon - Rockford

Go for it.

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*

From: (b) (6), (b) (7)(C)
Sent: Monday, March 11, 2019 1:39 PM
To: (b) (6), (b) (7)(C)@paulreilly.com>
Subject: Re: Amazon - Rockford

We are pulling off. Please give me a couple days to go to the NLRB and take care of this.

On Mar 11, 2019, at 10:24 AM, (b) (6), (b) (7)(C)@paulreilly.com> wrote:

(b) (6), (b) (7)(C)

Entrematic has requested you leave the site because the local union is threatening to picket and Amazon does not want that hassle. Thanks,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Paul Reilly Company - *Celebrating 42 Years!*
1967 Quincy Court
Glendale Heights, IL 60139
630.529.8100
630.529.1499 - fax

312.659.7898 - cell
www.paulreilly.com

<image001.jpg>

<image002.jpg>

<image003.jpg>

**THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS
WORKERS, LOCAL 1**

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @dockinstallerslu1.com

P.O. box 897
Beecher, ILLINOIS
60401

March 13, 2019

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Vanguard Installations Inc.
6310 W. Bruns Rd. Unit B
Monee, IL 60449

Dear (b) (6), (b) (7)(C),

Your company is signatory to this local and you have assigned the commercial sectional door and high speed door work to members of this local. The Carpenters union local No. 792 also made a claim to this work and have made a threat to picket the job if the work is not assigned to them.

Please be advised that the Material Handling and Dock Equipment Workers, Local No.1 will picket the job if the work is reassigned to the carpenter's union. Thank you for your attention.

Best regards,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL
BROTHERHOOD OF MATERIAL
HANDLING AND DOCK EQUIPMENT
WORKERS**

REPRESENTING LOCAL 1

AND

**VANGUARD INSTALLATIONS
INCORPORATED**

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between Vanguard Installations, Incorporated, a(n) c corporation (herein referred to as the "Employer"), and the Local No. 1 International Brotherhood of Material Handling and Dock Equipment Workers (herein referred to as "Local 1").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and Local 1 representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and Local 1 to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

Section 2.1. **Recognition.**

The Employer hereby recognizes the Local No. 1 International Brotherhood of Material Handling and Dock Equipment Workers as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all members in the bargaining unit. The bargaining unit shall include all members of Local 1 that are employed by the employer.

Section 2.2. **Scope of Work.**

The bargaining unit shall consist of all Journeyman , Foremen, Apprentices and Trainees engaged in work at the construction site covered by the occupational jurisdiction of "local 1" including, but not limited the installation of dock levelers, dock seals, dock shelters, dock lights, dock restraints, dock fans, rolling steel doors, fire doors, sectional doors, pedestrian doors, high speed doors, impact doors, cold storage insulated doors, guard rail, track guards, security fence, vertical reciprocating conveyors, compactors, balers, pre engineered curtains/solid wall systems, low speed high volume fans, scissor lifts, structural stairs, canopy systems, gates, yard ramps, mezzanine, and the handling, erecting, burning, welding, and control wiring incidental to the trade.

ARTICLE 3
DUES DEDUCTION AND FAIR SHARE

Section 3.1. Dues Deduction.

Upon receipt of a written and signed authorization form from an employee (Appendix A), the Employer shall deduct the amount of Local 1 dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions quarterly to Local 1 at the address designated by Local 1 in accordance with the laws of the State of Illinois. Local 1 shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 3.2. Dues.

With respect to any member on whose behalf the Employer receives written authorization in a form agreed upon by Local 1 and the Employer, the Employer shall deduct from the wages of the member the dues and/or financial obligation uniformly required and shall forward the full amount to Local 1 by the tenth (10th) day of the quarter in which the deductions are made. The amounts shall be deducted in accordance with the schedule to be submitted to the Employer by Local 1. Authorization for such deduction may be revoked by providing thirty (30) days written notice to the Employer and Local 1 during this Agreement. The Employer will not similarly deduct dues in any other organization as to members covered by this Agreement.

Section 3.3. Fair Share.

Any present employee who is not a member of the Local shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Local 1 dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All members admitted to Local 1 on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30) day of their membership, also be required to pay a fair share as defined above.

With respect to any member in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the member, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to Local 1 on the tenth (10) day of the month following the month in which the deduction is made, subject only to the following:

1. The Local 1 has certified to the Employer that the affected member has been delinquent in his obligation for at least thirty (30) days;
2. The Local 1 has certified to the Employer that the affected member has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by Local 1 of his obligations pursuant to this Article and of the manner in which Local 1 has calculated the fair share fee;

3. The Local 1 has certified to the Employer that the affected member has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and Local 1 for the purpose of determining and resolving any objections the member may have to the fair share fee.

The Local 1 shall indemnify and hold harmless the Employer and its agents against any and all claims that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

The Local 1 further agrees to provide to the employees covered by the terms of this Agreement all necessary and relevant information regarding fair share objection resolution procedures.

ARTICLE 4 **MANAGEMENT RIGHTS**

The Employer retains the right to plan, direct, control and determine the budget and all the operations, services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require the reasonable physical and mental fitness of employees; to establish performance standards for employees; to discipline for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and all other traditional rights to manage and direct the affairs of the Employer and its employees, as provided by Section 4 of the IPLRA; to carry out the mission of the Employer, and to permit non members through local 1 if there are no members available for the time frame needed, provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 5 **GRIEVANCE AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or Local 1 against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

All grievances shall be reduced to writing and submitted on a form identical to that which appears in Appendix C of this Agreement. If a grievance is not answered by the Employer at Step One or Two, it shall be deemed settled in favor of the grievant.

STEP I: The employee, with or without a representative, may file in writing a grievance with the employee's immediate shift supervisor, within seven (7) calendar days of its occurrence, or circumstances giving rise to a grievance when first known or should have been known by the grievant.

The shift supervisor shall schedule a meeting with the employee and/or Local 1 Representative (if desired by the grievant) in an attempt to adjust the matter within seven (7) calendar days of the filing of the grievance and shall answer the grievance in writing within seven (7) calendar days of the grievance filing. The shift supervisor must provide his answer to the grievance to both the grievant and Local 1 within this time period.

STEP II: If not adjusted in Step One, the grievance shall be presented in writing by the Local 1, through a Local 1 representative, to the Employer within seven (7) calendar days following the receipt of the shift supervisor's written answer in Step One. The Employer shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the grievant, his immediate supervisor, a Local 1 representative within seven (7) calendar days after receipt of the grievance. The Employer shall then render a written decision to the grievance, based on the supplied information during the meeting, within seven (7) calendar days of the meeting. The Employer ' provide its answer to the grievance to the grievant, and mail a copy by certified mail or deliver his answer to Local 1 and/or Local Representative within this time period.

STEP III: If the grievance is not settled in Step Two, the matter shall be referred for arbitration by written request by Local 1 made within ten (10) calendar days of the answer by the Employer in Step Two. Arbitration shall proceed in the following manner:

- (1) The parties shall jointly request a list of seven (7) recognized arbitrators from the American Arbitration Association. Upon receipt of such list, each party shall alternately strike one (1) name from the list, until there is one name remaining. The remaining individual shall be the neutral arbitrator. A toss of the coin shall determine who strikes first, with the loser making the first strike.
- (2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and shall hold a hearing. The scope of the hearing shall be at the sole discretion

of the neutral arbitrator. The hearing shall be a closed hearing.

- (3) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing.
- (4) The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (5) The decision of the arbitrator shall be binding.
- (6) The cost of the neutral arbitrator shall be equally borne by the parties.
- (7) If the hearings cannot be held during the normal working hours of the grievred member, then no additional compensation or overtime payment shall be made by the Employer to either the grievred member, witnesses or representatives of Local 1. Otherwise all witnesses, grievant(s) and one (1) Local 1 representative shall be permitted to attend the grievance hearing on duty time without loss of pay if on duty.
- (8) The Arbitrator may interpret this Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 6

LABOR-MANAGEMENT CONFERENCES

Section 6.1. Meetings.

The Local 1 and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Local 1 representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference@ and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying Local 1 of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and Local 1 agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 6.2. Exclusive of Grievance Procedure.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 7
LAY-OFF

Where there is an impending lay-off with respect to the members in the bargaining unit, upon layoff the employer must have wages paid in full within 24 hours.

ARTICLE 8
INDEMNIFICATION

Section 8.1. Legal Representation.

The Employer shall be responsible for, hold members harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any member covered by this agreement, except as otherwise provided by law. Members shall have legal representation by the Employer in any civil cause of action brought against a member resulting from or arising out of the performance of duties.

Section 8.2. Cooperation.

Members shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 8.3. Applicability.

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the member is acting within the scope of his employment and where the member cooperates, as defined in Section 2, with the Employer in defense of the action or actions or claims.

ARTICLE 9
SENIORITY

Section 9.1. Definition of Seniority.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire by the Employer. In case of members hired on the same date, seniority shall be determined by referring to the final eligibility list from which they were hired.

Section 9.2. Promotion.

Seniority shall be considered in the promotion of members covered by this Agreement.

Section 9.3. Termination of Seniority.

An employee's seniority shall be broken when he:

- (a) quits, retires or is lawfully retired; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable Article for a period of thirty-six (36) months; or
- (d) accepts gainful employment while on an approved leave of absence.

ARTICLE 10
LOCAL 1
REPRESENTATIVES

The Employer shall be notified in writing of the names of the designated Local 1 Representatives. For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 10.1. Grievance Processing.

A Local 1 representative shall be allowed up to thirty (30) minutes on duty to prepare or process a grievance without loss of pay. Such activities shall be subject to the shift supervisor's approval in advance and such approval shall not be unreasonably withheld. Such activities shall be conducted in office space provided by the Employer.

Section 10.2. Right to Examine.

The Local 1 shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. Such visitation shall not interfere with the operations of the department.

ARTICLE 11
SAFETY ISSUES

The Local 1 shall designate a member to serve on the Employer Safety Committee, who shall attend the regular and special meetings of said committee. The Local 1 shall inform the Employer, in writing, as to the name of the designee and his/her term of service on said committee. The designee of Local 1 shall earn his applicable hourly rate for the time spent in attendance at all regular and special meetings of the Safety Committee.

ARTICLE 12
BULLETIN BOARDS

The Local 1 may place informational material on bulletin boards provided:

- (a) the Local and/or Local 1 is clearly identified in the material;
- (b) the contents of the material related to activities of Local 1 are not partisan, political or defamatory in nature;
- (c) Local 1 assumes all costs incidental to preparation or distribution of the material;
- (d) Local 1 advises management in advance and does not interrupt Employer operations.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.1. Short Term Military Leave.

Full-time and part-time employees who are called for military training or service shall be granted a leave of absence without pay from their positions during the actual duration of such service, or shall be compensated as may be provided by law then in effect. These employees shall receive credits towards retirement and longevity during the actual duration of such service. If summer reserve training is scheduled with an employee's vacation leave, the employee shall receive the appropriate vacation leave pay.

Resumption of Duties – Employees who are absent from military service shall be entitled to reinstatement pursuant to the provisions of the Uniformed Services Employment and Re-

Employment Rights Act ("USERRA"). In summary, USERRA provides that employees who are absent for military service of less than thirty-one (31) days must report back to work not later than the beginning of the first regularly-scheduled work period on the first full calendar day following completion of the military service, and the expiration of eight (8) hours, or as soon as possible after the expiration of the eight (8) hour period if reporting within the period referred to is impossible or unreasonable through no fault of the person. Employees who are absent for military service for more than thirty (30) days but less than one hundred eighty-one (181) days must submit an application for re-employment (written or oral) not later than fourteen (14) days after completing service. Employees who are absent for military service for more than one hundred eighty (180) days must submit an application for re-employment (written or oral) no later than ninety (90) days after completing service.

The parties acknowledge that the foregoing is just a summary and that both parties retain any other rights available under USERRA or the law.

Section 13.2. Injury Leave.

An member who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1 of the Illinois Compiled Statutes. No member will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement, unless the member is granted a disability pension.

Section 13.3. Maternity Leave.

A member shall be required to notify the Employer in writing as soon as she learns of her pregnancy, and shall also submit a statement from her doctor, which verifies that said member is pregnant, and is either capable or incapable of performing all routine employment duties. An employee who is pregnant but capable of performing all routine employment duties shall have the option of continuing in her regular assignment, or of accepting an administrative assignment which will be created. An employee who is pregnant and is incapable of performing all routine employment duties, shall be entitled to sick leave as in the case of other sickness or disability.

Such employee shall further be required to return to regular duty when the employee is deemed medically able to by the employee's doctor and/or the Employer's doctor, unless the employee requests and is granted a leave pursuant to the Federal Family and Medical Leave Act of 1993.

Section 13.4. Family and Medical Leave Act.

Effective February 5, 1994, any eligible employees, as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2261 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period in accordance with the terms

and provisions of said Act. The employee should provide the Employer or his designee thirty (30) calendar days' notice if possible before taking such leave, or shall provide such notice as is practicable. An eligible employee must substitute, in order, any of the accrued paid sick leave, compensatory time, personal leave, and vacation leave, for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act and the Employer's Family and Medical Leave Policy. In all other respects, the employee and the Employer shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

ARTICLE 14

VACATIONS

Section 14.1. Vacation Accrual.

All employees in the bargaining unit shall earn vacation leave on the basis of their years of service as an employee of the Employer. Employees shall be entitled one week of paid vacation after one year of employment in good standing.

Section 14.2. Vacation Scheduling.

Vacation schedules shall require prior approval by the Employer. Officers covered by this Agreement shall request the periods of their annual vacation on the basis of seniority, with the most senior members having priority selections. Once approved, vacations shall not be canceled. Absent emergency conditions and the selection process shall not be affected by the vacations of non-bargaining unit employees.

ARTICLE 15

HEALTH INSURANCE/PENSION

Section 15.1. Employer Responsibility

Upon entering into the collective bargaining agreement the employer agrees to supply health insurance coverage and a pension for employees in the bargaining unit covered under this CBA. In doing so the employer also agrees to follow the guide lines and laws governed by ERISA pertaining to supplying health insurance coverage and pensions while making sure industry standard health care and pensions are provided.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 16.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 16.2. Normal Workday and Work Week.

Monday-friday: 8 hour days with one 1/2 hour off for lunch

Section 16.3. Overtime Pay.

Time and one-half after 8 work hours per normal work day

Time and one-half during the first 8 hours of work on Saturday

Double time after the first 8 hours on Saturday and double time all day Sunday

ARTICLE 17
WAGES AND COMPENSATION

Section 17.1.

Wages

Shop rate	40% of Journeyman's wages
1st year apprentice	40% of Journeyman's wages
2nd year apprentice	50% of Journeyman's wages
3rd year apprentice	65% of Journeyman's wages
4th year apprentice	80% of Journeyman's wages

Forman: Forman make \$1.00 more then there base scale

General Forman: General Forman make \$2.00 more then base scale

ARTICLE 18
DURATION

Section 18.1. Term of Agreement.

This Agreement shall be effective from 10/03/2018 and shall remain in full force and effect until 10/02/2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 18.2. Reopener.

The parties agree that if either side decides to re-open negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In

the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in the Agreement shall be served upon the other party by registered mail, return receipt requested. While negotiations for a successor agreement continue, the terms of this Agreement shall remain in full force and effect despite expiration of the term of this Agreement. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 315/14 of the Illinois Public Labor Relations Act, as amended.

ARTICLE 19 **SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 20 **NON-DISCRIMINATION**

Section 20.1. Equal Employment Opportunity.

The Employer will continue to provide equal employment and promotional opportunity for all employees covered by this Agreement and will not discriminate in regard to color, race, sex, religion, age, disability or national origin. The Employer will also not discriminate against employees as a result of membership in the Council. Grievances under this Article may be processed up to but not including arbitration. Employees dissatisfied with the grievance may seek redress from the appropriate administrative agency.

Section 20.2. Use of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 21 **SUB-CONTRACTING**

Section 21.1 Section 8(e) NLRB

The parties hereto being in the construction industry qualify under the proviso of Section 8(e) of the National Labor Relations Act, 1947 as amended.

Section 21.2 Employer Sub-Contracting

If an EMPLOYER, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this agreement, the Employer shall require such subcontractor to be bound by all provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable.

However, this section shall not be enforced where the work is subcontracted to an employer that is bound to an agreement with any union, provided that this identical clause is contained in the agreement between the employer and the union. ("Enforcement Proviso")

ARTICLE 22
PERSONNEL POLICIES

The Personnel Policies heretofore adopted by the Employer on 10/03/2018, and amended shall remain in effect for all covered employees except as specifically modified by this Agreement. In the event of a conflict between the Personnel Policies and the terms of this Agreement, this Agreement shall supersede the Personnel Policies. The Employer reserves the right to make, alter and enforce reasonable Personnel Policies except as modified herein.

ARTICLE 23
PRODUCTIVITY STANDARDS

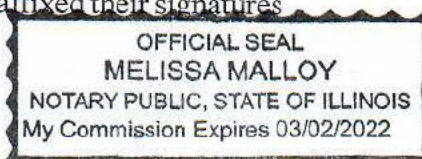
The Employer and Local 1 shall meet once annually to determine the guidelines for productivity standards and/or revise the existing standards. A Production Committee of Local 1 representatives shall be elected by the membership and consist of not more than five (5) employees. The Production Committee shall meet as often as needed to discuss standards and make recommendations to the Employer at the annual meetings. The Employer shall have final authority to establish such productivity standards and guidelines.

ARTICLE 24
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

IN WITNESS THEREOF, the parties hereto have affixed their signatures
this 3rd day of October, 2018.

Melissa Malloy



VANGUARD INSTALLATIONS,
INCORPORATED

THE INTERNATIONAL
BROTHERHOOD OF
MATERIAL HANDLING
AND DOCK EQUIPMENT

BY

[Signature]

President
TITLE

BY

[Signature]

President
TITLE

McGann Ketterman & Rioux

ATTORNEYS AT LAW

March 27, 2019

Ashley Miller, Field Attorney
National Labor Relations Board
Subregion 33
101 SW Adams St.
Suite 400
Peoria, IL 61602

U.S. Mail & Ashlely.Miller@nlrb.gov

**Re: International Brotherhood of Material Handling and Dock Equipment
Workers, Local 1 (Vanguard Installations, Inc.)
Case No. 25-CD-238122 and 25-CA-238260**

Dear Ms. Miller:

This correspondence is submitted on behalf of Carpenters Local 792 ("Carpenters") and represents a statement of position and a response to the charge filed by Vanguard Installation, Inc. ("Vanguard") against the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1. ("Local 1")

Nature of the Case

The Carpenters maintain that Vanguard cannot demonstrate that representatives of the Carpenters Union made a claim for the work in dispute; that representatives of Local 1 and Vanguard conspired and colluded in order to manufacture the alleged jurisdictional dispute; and that Local 1 and Vanguard are owned and operated by the same individuals and comprise a common enterprise in violation of Section 8(a)(2) of the Act.

Statement of Facts

Amazon Air is undertaking a 120,000 square foot expansion of its warehouse facility at the Chicago Rockford International Airport. The work includes the installation of commercial overhead doors. The General Contractor, Scandrol Construction Company, which is signatory to an agreement with the Carpenters, engaged Entrematic who supplied the commercial overhead doors and subcontracted the installation work to the Paul Reilly Company. (**Exhibit 1, CBA**) The Paul Reilly Company then subcontracted the overhead door installation work to Vanguard who is purportedly signatory to an

agreement with Local 1. Vanguard was performing the overhead door installation work with vehicles and equipment owned by Innovative Installations, Inc.

Carpenters Business Agents visited the project in early February and identified several workers who were installing the doors. Carpenter (b) (6), (b) (7)(C) introduced (b) (6), (b) (7)(C) to the workers who stated that they were working for Vanguard. In the routine course of inspecting a new project, (b) (6), (b) (7)(C) inquired about the workers' wages rates and fringe benefits. These workers provided Work Permits which identified them as members of Local 1. (Exhibit 2) The Carpenters (b) (6), (b) (7)(C) continued to inspect the project and found that there were several companies and building trades' members working on the project including several carpentry contractors and carpenter members. In fact, there were smaller overhead doors being installed by the Midwest Dock and Door Company which is signatory to an agreement with the Carpenters.

(b) (6), (b) (7)(C) had several discussions with Scandoli (b) (6), (b) (7)(C) to try to identify and determine who contracted the work to Vanguard and whether Local 1 was affiliated with the local or national building trades' councils. There were conversations between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), again, trying to determine how Vanguard was awarded the contract to perform the installation work. It was ultimately discovered that the overhead door supplier, Entrematic, was responsible for not only supplying the doors but also subcontracting the work to the Paul Reilly Company that subcontracted the work to Vanguard.

Vanguard (b) (6), (b) (7)(C) to Local 1 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (Exhibit 3) The Secretary of State's records show that Vanguard is currently located at 5300 Main Street in Downers Grove (formerly listed as the address for Innovative Installations, Inc.) and is affiliated with Innovative Installations, Inc. whose (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and currently located at (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C). Interestingly, Lexis records show that (b) (6), (b) (7)(C), Local 1 (b) (6), (b) (7)(C) resides at the (b) (6), (b) (7)(C) address, a location of Innovative Installations, Inc. Furthermore, the 5300 Main Street Address in Downers Grove appears to be the law office of Richard Randick who is listed as the Registered Agent for Vanguard, Innovative Installations and Local 1. (Exhibit 4) In addition, the vehicles and equipment used by Vanguard at the Amazon project reflect the name "Innovative Installations."

On February 11, 2019, (b) (6), (b) (7)(C) received correspondence from Local 1 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stating that it had come to (b) (6), (b) (7)(C) attention that the Carpenters intended to picket the project and claiming that Vanguard was signatory to an agreement with Local 1. (Exhibit 5) (b) (6), (b) (7)(C) left two (2) voicemail messages for (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) cell phone. (b) (6), (b) (7)(C) never returned those messages and never spoke with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

On Wednesday March 13, 2019, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) of Vanguard, emailed "(b) (6), (b) (7)(C) of the Paul Reilly Company and (b) (6), (b) (7)(C) from Entrematic informing them that (b) (6), (b) (7)(C) had received a notice from Local 1, whose (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) that the union planned to picket the Amazon project if the work was reassigned to the Carpenters. (Exhibit 6) Later the same day, the email was forwarded from (b) (6), (b) (7)(C) of Entrematic and to (b) (6), (b) (7)(C) at Scandoli. It should be noted that in this email (b) (6), (b) (7)(C) states that the (b) (6), (b) (7)(C) representing the Carpenters "refuses to engage with Entrematic, Vanguard, or Paul Reilly Company". (Exhibit 6) (b) (6), (b) (7)(C) forwarded these communications to (b) (6), (b) (7)(C). (Exhibit 6)

On March 20, 2019, Vanguard emailed a copy of the ULP charge to (b) (6), (b) (7)(C) at Scandoli which was signed by (b) (6), (b) (7)(C) on behalf of Vanguard and dated March 13, 2019 but did not reflect a case number or filing date. This charge was forwarded from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C). (Exhibit 7) The ULP Charge which was ultimately filed on March 21, 2019 and signed by (b) (6), (b) (7)(C), as agent of Vanguard, alleged that since about March 13, 2019, Local 1 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) threatened to picket the company if the work was assigned to members of the Carpenters Union.

On Friday March 22, 2019, Carpenters Local 792 filed a charge against Innovative Installation, Inc. d/b/a Vanguard Installation, Inc. alleging violations of Sections 8(a)(1) and 8(a)(2) of the Act. The charge was sent to Innovative Installations, Inc. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). (Exhibit 8)

Argument

I. No reasonable cause exists to find that Section 8(b)(4)(D) of the Act has been Violated.

The Board may proceed with a determination of a dispute under Section 10(k) of the Act only if there is reasonable cause to believe that Section 8(b)(4)(D) has been

violated. *Operating Engineers Local 150 (R&D Thiel)*, 345 NLRB 1137, 1139 (2005). This standard requires finding that (1) there is reasonable cause to believe that there are competing claims for the disputed work between rival groups of employees, and (2) that a party has used proscribed means to enforce its claim to that work. *Local 1235, Int'l Longshoreman's Ass'n*, 2015 NLRB LEXIS 316, *10 (April 29, 2015). In this case neither of these two elements can be met. The Carpenters have not made a claim for the work nor have they threatened to strike to job. Local 1's threat to strike Vanguard is the product of collusion between the company and the union and is therefore invalid.

A. There are no competing claims for the work.

The Charge filed by Vanguard does not allege that there are competing claims for the work allegedly in dispute nor is there any evidence that the Carpenters Union has made a claim for the work allegedly in dispute. The Carpenters Union is signatory with Scandroli Construction, the general contractor at the Amazon jobsite. The collective bargaining agreement between the Carpenters Union and Scandroli contains a restrictive subcontracting clause. (**Exhibit 1, Art III**). Carpenters (b) (6), (b) (7)(C) conversations with representatives of Scandroli have centered on how Vanguard was selected to install the overhead doors and whether Scandroli was in violation of its collective bargaining agreement with the Carpenters.

According to established Board precedent, the conversations between the Carpenters and representatives of Scandroli Construction do not constitute a claim for the work assigned by the subcontractor Vanguard to members of Local 1. The Board has long held that in the construction industry, a union's action to enforce an arguably meritorious claim against a general contractor that has subcontracted work in breach of a lawful union signatory clause, does not constitute a claim to the subcontractor for the work, provided that the union does not seek to enforce its position by engaging in or encouraging strikes, picketing, or boycotts or by threatening such actions. *Laborers Int'l Union of North America (Capital Drilling Supplies, Inc.)*, 318 NLRB 809, 810 (August 25, 1995). The Seventh Circuit Court of Appeals has consistently held that claims of subcontracting violations do not rise to the level of jurisdictional claims. *Hutter Construction, Inc. v. Int'l Union of Operating Engineers, Local 139*, 862 F.2d 642 (7th Cir. 1988). Here unlike *Hutter*, the Carpenters have not even sought to enforce a subcontracting claim against Scandroli Construction.

In subsequent cases the Board has distinguished, however, those cases in which a union does more than peacefully pursue a contractual grievance against a general contractor. The Board has held that a true jurisdictional dispute arises when a union seeking enforcement of a contractual claim not only pursues its contractual remedies against the employer with which it has an agreement, but also makes a claim for the work directly to the subcontractor that has assigned the work. *Electrical Workers Local 363 (U.S. Information Systems)*, 326 NLRB 1382, 1383 (1998); *Plasterers Local 502 (PBM Concrete)*, 328 NLRB 641, 643 (1999).

The elements of a true jurisdictional dispute are not present here. There is no evidence that the Carpenters have made a claim for the overhead door installation directly to Vanguard, Innovation Installations or Local 1. This is corroborated by fact that (b) (6), (b) (7)(C) did not return the voice mails left by (b) (6), (b) (7)(C) and the email correspondence from (b) (6), (b) (7)(C) at Entrematic to (b) (6), (b) (7)(C) at Scandroli states, "The union (b) (6), (b) (7)(C) representing the Carpenters has been in touch with you, but refuses to engage with Entrematic, Vanguard, or Paul Reilly Company." (Exhibit 3, March 13, 2019 email correspondence). In fact, nowhere in the communications between Entrematic, Vanguard and the Paul Reilly Company does anyone allege that the Carpenters have claimed the work allegedly in dispute.

There exists no reasonable cause to substantiate competing claims for the overhead door installation work and as a result, Vanguard's Charge must be dismissed.

B. There has been no valid threat to use proscribed means to force the reassignment of work.

In its Charge, Vanguard does not allege that the Carpenters Union has threatened to picket the Amazon jobsite if the work allegedly in dispute were not reassigned. Vanguard does allege that Local 1 has threatened to picket the jobsite in the event that the work was reassigned to the Carpenters Union. While there needs to be only one union that threatens to use proscribed means to force the reassignment of work in order to find a violation of 8(b)(4)(D), Local 1's so-called threat was made in collusion and obvious coordination with Vanguard and is therefore invalid.

The (b) (6), (b) (7)(C) of Local 1 is (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) who is the (b) (6), (b) (7)(C) of Vanguard. (b) (6), (b) (7)(C), signed the Charge on behalf of Vanguard and is the owner of Innovative Installations, which is the

company actually performing the work on behalf of Vanguard. The Carpenters have filed a Section 8(a)(2) charge against Innovative Installation, Inc. d/b/a Vanguard Installation, Inc. alleging that Local 1 is was created by and is controlled by Vanguard.

Given (b) (6), (b) (7)(C) between Local 1, Vanguard and Innovative Installations, the shared addresses, common registered agent and the intertwining of the two businesses, it is highly improbable that (b) (6), (b) (7)(C)'s threat to strike (b) (6), (b) (7)(C) company was a serious threat as it is very unlikely that there was any possibility that (b) (6), (b) (7)(C) would reassign work away from the employees represented by (b) (6), (b) (7)(C) union. In addition, neither Vanguard nor Innovative Installation has an agreement with the Carpenters which would have facilitated the reassignment of work.

The so-called threat to strike by Local 1 was a product of collusion between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), all of whom would be economically harmed if its subcontract were to be cancelled by Entrematic. The Board will deny charges of Section 8(b)(4) violations where there is affirmative evidence that the threat to take proscribed action was a sham or a product of collusion. *Operating Engineers Local 150 (R&D Thiel)*, 345 NLRB 1137, 1140 (2005). Here the Carpenters Union can demonstrate that Vanguard and its alter ego, Local 1, through their (b) (6), (b) (7)(C) and the creation of an employer dominated union, timing and affirmative actions conspired to manufacture this jurisdictional disputed.

In conclusion there can be no jurisdictional dispute where there are no competing claims for the work and the orchestrated threat to picket from Vanguard's alter ego union cannot stand as a valid threat. We respectfully request that the Charge filed by Vanguard in this matter be dismissed by the Region. If the Region requires further information from the Carpenters Union, please don't hesitate to contact me.

Respectfully Submitted,



TERRANCE B. MCGANN

TBM (b) (6),
Enclosure

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHICAGO REGIONAL COUNCIL OF CARPENTERS

AND

**NORTHERN ILLINOIS BUILDING CONTRACTORS
ASSOCIATION INC**

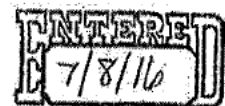
Covering Commercial Work

performed in the Illinois counties of:

Boone, Carroll, Jo Daviess, portion of Lee,

Portion of Ogle, Stephenson, Whiteside, Winnebago

EFFECTIVE JUNE 1, 2016 - MAY 31, 2019



O; Contr CC: LU 790/792

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1 **COLLECTIVE BARGAINING AGREEMENT**

2 This Collective Bargaining Agreement ("Agreement") is made and entered into this
3 first day of June, 2016 between the Chicago Regional Council of Carpenters ("Union") and
4 the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION,
5 INC.("N.I.B.C.A."), on behalf of itself and the Employer members it represents and also the
6 individual contractors who are signatory hereto hereinafter referred to as the "Employer".

7 Any Employer, when working within the jurisdiction of the Chicago Regional Council
8 of Carpenters but outside the geographical scope of Local 790 or Local 792, shall sign and be
9 bound to the terms of the effective Carpenter Collective Bargaining Agreement in that area.

10 NOW THEREFORE, it is hereby AGREED that the following provisions apply for
11 work performed within the geographical scope described in ARTICLE I, SECTION 3 hereof
12 as follows:

13 **ARTICLE I RECOGNITION AND SCOPE**

14 **ARTICLE I, SECTION 1 BARGAINING UNIT**

15 The Union is hereby recognized by the Employer as the sole and exclusive collective
16 bargaining representative for all Employees engaged in performing work coming within the
17 classification of Carpenter. The Employees in the bargaining unit, and only the employees,
18 shall perform all of the work described in this Agreement.

19 **ARTICLE I, SECTION 2 EMPLOYER**

20 The Employer shall employ one or more Employees under the terms and provisions of
21 this Agreement, whenever such employing contractor has any carpenter work to be
22 performed.

23 **ARTICLE I, SECTION 3 GEOGRAPHICAL SCOPE**

24 The geographical territory of this Agreement consists of the Illinois counties of
25 Boone, Carroll, Jo Daviess, a portion of Lee, a portion of Ogle, Stephenson, Whiteside and
26 Winnebago.

27 The territory of Carpenters Local Union No. 790 shall be the counties of Carroll, Jo
28 Daviess, the portion of Lee county defined as west of Brooklyn Road, the portion of Ogle
29 County defined by the following boundaries: N. Leaf River Road, E. Brick Road, and
30 Meridian Road, Stephenson and Whiteside (see map).

31 The territory of Carpenters Local Union No. 792 shall be the counties of Boone,
32 Winnebago and the portion of Ogle defined by the following boundaries: N. Leaf River
33 Road, E. Brick Road, Meridian Road and IL Route 72 (see map).

34 **ARTICLE I, SECTION 4 EQUAL REPRESENTATION**

35 The Union realizing its duty under the National Labor Relations Act, as amended,
36 and to the extent that it is the exclusive representative, recognizes that it must represent
37 all Employees in the bargaining unit equally, without discrimination, irrespective of
38 membership or non-membership in the Union.

39 **ARTICLE I, SECTION 5 RECOGNITION**

40 The Employer recognizes the Union as the sole and exclusive bargaining
41 representative for the Employees now or hereafter employed in the bargaining unit, with
42 respect to wages, hours of work and all other terms and conditions of employment. This
43 Agreement covers all Employees in the bargaining unit, including general foremen,
44 foremen, journeymen, and apprentices. A procedure is set up in this agreement under

ARTICLE V for the settlement of grievances and in general the policy of "work now - grieve later" shall be adhered to.

ARTICLE I. SECTION 6 OCCUPATIONAL SCOPE

The partial description of occupational scope contained in this agreement is not intended to define all work performed by all trade subdivisions of the United Brotherhood of Carpenters and Joiners of America. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

The parties understand that it is not practical to define the occupational scope in complete detail within this agreement. Accordingly, even though specific tasks may not be listed or defined in this agreement they will nevertheless be considered as and treated as part of the occupational scope if, the task is traditionally the work of the Carpenters and Joiners, or a specific assignment is made by the employer, or if the task has been or may hereafter be awarded to the Carpenters and Joiners by the National Joint Board for Settlement of Jurisdictional Disputes or its Appeals Board.

The Union's claim of jurisdiction therefore includes, but is not limited to the milling, fashioning, joining, assembling, erection, fastening, dismantling or deconstruction of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the manufacturing of all materials where the skill, knowledge, and training of the Employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Pile Drivers, Bridge, Millwrights, Dock and Wharf Carpenters, Divers, Underpinners, and Timbermen and Core Drillers; Shipwrights, Boar Builders and Ship Carpenters, Joiners and Caulkers, Cabinetmakers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers, and Finishers, Asbestos Removal and related work, Shinglers, Siding Installers of materials made of wood, plastic, metal, fiber, cork, composition, brick and stone; Insulators, Spray Foam Applicators, Gutter and Downspout Installers, Acoustic and Dry Wall Applicators; Garage and Rolling Shutter Door Installers, Refrigeration Panel Installers, Bathroom Accessory and Toilette Partition Installers, installation of gym equipment, bleachers and lockers made of wood, plastic, metal, fiber and composition; Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Casket and Coffin Makers; Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling, or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument of tool for layout work, builder's levels, transits and construction lasers, incidental to the trade, material handling, staging products and materials to be installed, site preparation and clean-up. Also the erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

All carrying bars, perkins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, nailock, screwlock, pomero, T-Bar, H-Bar, Z-Bar, metal spines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule Trucson, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such as

92 studs are to receive a dry wall finish, such as gypsum board, wallboard, wooden paneling,
93 etc or when such studs are to receive metal lath, rock lath or other material for the
94 application of plaster or other sprayed on wet material; and all other light iron furring
95 erected to receive lath and plaster or acoustical materials.

96 The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire
97 mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of
98 all descriptions as well as the placing of all hangers and all inserts used for the purpose of
99 supporting suspended ceilings of any of the above types of light iron and metal furring
100 which receive lath and plastic or acoustical materials; the placing of all types of floor lath,
101 such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other apparatuses
102 connected therewith.

103 The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such
104 as wood lath, plasterboard, button board, flaxlinum board, bishopric celotex, gypsum lath,
105 rock lath, sheetrock or any other types of material erected to receive or hold plaster or
106 acoustical material.

107 The erection of any and all mechanical acoustical systems such as Cupples, Economy,
108 Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or
109 kind which takes the place of same to which acoustical material is attached or adhered.

110 The erection of all metal plastering accessories such as metal corner beads, door and
111 window casing beads, metal picture mold, metal chair rail, metal base and base screed, and
112 any and all other metal plastering accessories which are covered and/or serve as a ground,
113 guard, stop or screed for plastic material.

114 The unloading, handling, setting, leveling, and including the erection of racks, shelving, metal
115 trim, and kick plates, of all walk-in coolers and refrigerated cases.

116 Installation of reinforced concrete construction.

117 The installation and repair of all door jambs or door frames constructed of wood,
118 metal, or any other material that any type of door will be attached to. The attachment of
119 the door and all hardware required to do so, or, as well as all door hardware such as locks,
120 panic bars, closures, or any other related hardware to make the door functional.

121 Installation of playground equipment and wooden fence erection.

122 The above work shall also include the removal or replacement of such items.

123 When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of
124 the trade.

125 ARTICLE I. SECTION 7 INSTALLERS OF FLOOR AND WALL PRODUCTS

126 By way of illustration and not limitation, the work of installers of Floor and Wall
127 Products consists of preparation and/or forming of all materials, whether accomplished by
128 hot iron, cemented, cemented tape, tacked, stapled or sewed method, for installing on floors,
129 walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios,
130 pool perimeters, area ways, all other like or similar applications and as simulated turf.

131 Installation of all resilient floor, wall, ceiling and simulated turf materials to include
132 linoleum, rubber, asphalt, mastipave, vinyl, plastic, metal, cork, wood and all similar
133 materials in sheet, interlocking tile, performed or seamless compound form of liquid,
134 plastic, epoxy, urethane or materials of like nature.

135 Installation of carpet, carpet tiles, rugs or runners and cutting or fitting of same,
136 whether installed by tacked, tackless, glue-down, self-adhering, any manner of tape
137 adhesion, stapled, or loose-lay method on wood, steel, concrete, plaster, plastic or base of
138 like or similar composition.

Installation of all lining felt, carpet pad, underlayment compositions, matting, linen crash and/or like or similar materials.

Installation of all resilient type, carpet type and ceramic type materials on floors, walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios, pool perimeters, area ways, all other like and similar applications and as simulated turf.

The take-up and relaying, spreading of all adhesives, priming of all surfaces, sanding and necessary patching and preparation, removal of old material, finishing where required to complete Manufacturers' process, handling, distributing and unpacking, drilling of holes and insertion of sockets, pins, dowels or similar fastening device, placing or stripping, fitting of all devices for the attachment of material and the installation of all metal, rubber, vinyl, wood and/or plastic trim or accessory materials, the aforementioned to cover materials listed in above jurisdiction.

ARTICLE I, SECTION 8 COMMERCIAL CONSTRUCTION DEFINED

Commercial construction is herein defined as all work in connection with construction, alteration, and/or repair on a structure which is not considered a personal dwelling. Any structure built and/or maintained by partnership or corporation (such as senior assisted living buildings, nursing homes or any medical facility requiring a license to operate) will be considered commercial under the terms of this Agreement. A mixed-use building shall be regarded as commercial construction.

ARTICLE II MANAGEMENT RIGHTS

ARTICLE II, SECTION 1 CONSTRUCTION PROJECTS AND WORKING FORCES

The Union recognizes that the Employer has the right to plan, direct and control operations of construction projects. It is understood and agreed that the direction of working forces and the right to suspend, transfer, lay off, promote, demote, or relieve Employees of their duties shall be vested exclusively in the Employer, provided, however, that the Employer shall not use this right for the purpose of discriminating against any Employee because of their membership or legitimate activities in the Union.

ARTICLE II, SECTION 2 SELECTION OF GENERAL FOREMAN AND FOREMAN

The selection of craft general foreman and foreman shall be entirely the responsibility of the Employer, it being understood that in the selection of such general foreman and foreman, the Employer will give primary consideration to a qualified member available in the local area. After giving such consideration the Employer may select such general foreman or foreman from other areas. General Foreman and Foreman shall take orders from individuals designated by the Employer.

ARTICLE III SUBCONTRACTING

- a) The parties hereto being in the Construction Industry qualify under the proviso of Section 8 (e) of the National Labor Relations Act, 1947 as amended.
- b) EMPLOYER shall not contract or subcontract any work coming within the jurisdictional claims of the UNION to any person, firm or corporation not covered by a Collective Bargaining Agreement with the UNION, provided, however, that the provisions of this paragraph shall apply only to the contracting and subcontracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.

ARTICLE IV UNION SHOP**ARTICLE IV, SECTION 1 MAINTENANCE OF MEMBERSHIP**

Maintenance of Membership: All Employees now included in the Bargaining Unit represented by the UNION and having a membership therein must, during the term hereof, as a condition of employment maintain their membership in the UNION.

ARTICLE IV, SECTION 2 CONDITION OF EMPLOYMENT

All other Employees covered by this Agreement shall, as a condition of employment, become members of the UNION after the seventh (7) day of, but not later than the eighth (8) day following the beginning of, such employment, or the effective date of this Agreement, whichever is later and they shall maintain such membership as a condition of continued employment as hereinafter provided.

ARTICLE IV, SECTION 3 FORFEITURE OF EMPLOYMENT

Any Employee who refuses or fails to become a member of the UNION or refuses or fails to maintain his membership therein in accordance with the provisions of Sections 1 and 2 of this Article, shall forfeit his right of employment, and the EMPLOYER shall, within three (3) working days of being notified by the UNION in writing as to the failure of an Employee to join the UNION or to maintain his membership therein, discharge such Employee. For this purpose the requirements of membership and maintaining membership shall be in accordance with State and Federal Laws. The EMPLOYER shall not be in default unless it fails to act within the required period after receipt of written notice.

ARTICLE IV, SECTION 4 NOTIFICATION OF NEW HIRE

The EMPLOYER shall, on the day that he hires an Employee who is not a member of the UNION, notify the UNION, or the Job Steward of the name, address and date of initial employment of such Employee, as well as the jobsite. In the absence of a Job Steward, the EMPLOYER also agrees to advise the Employee of the provisions of this Article.

ARTICLE V GRIEVANCES AND ARBITRATION**ARTICLE V, SECTION 1 GRIEVANCES AND ARBITRATION**

Except as provided in ARTICLE XII and ARTICLE XV relating to the employer's obligation to submit contributions to the fringe benefit trust funds and ARTICLE XIV relating to the Employer's obligation to secure a wage and fringe benefit bond, any dispute concerning the proper interpretation and application of this Agreement shall be resolved according to the provisions contained in this article.

All grievances shall be filed under the provisions of this Article within two (2) weeks of the event first giving rise to the grievance.

STEP ONE:

A grievance shall first be taken up between the Union's Business Representative and a designated representative of the Employer.

STEP TWO:

In the event the grievance cannot be resolved by the Step One conference within seven (7) working days after the receipt by the Union and the Employer of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in and shall be decided within thirty (30) days of submission.

ARTICLE V, SECTION 2 JOINT COMMITTEE

The Joint Grievance Committee shall consist of an equal number of representatives designated by the Union and the Employer Association (NIBCA) but in no event more than three (3) representatives for each side. The Joint Grievance Committee be responsible for scheduling a time and location to hear and receive evidence from the parties and shall have the discretion to establish the appropriate procedures and remedy for resolving the disputes.

The Union or the Employer may appoint alternates.

ARTICLE V, SECTION 3 COMMITTEE RESOLUTION

The decision of the Joint Grievance Committee shall be final and binding upon the parties and no appeal may be taken from the decision of the Committee.

ARTICLE V, SECTION 4 ARBITRATION

If the Joint Committee is unable to resolve a grievance by majority vote, the grievance shall be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Employer cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both Parties to the arbitration and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement.

ARTICLE VI NO STRIKES, WORK STOPPAGES AND LOCKOUTS

Except for disputes arising under ARTICLE XI, ARTICLE XIII, and ARTICLE XIV of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement. There shall be no lockouts by the Employer during the term of this Agreement.

ARTICLE VII HIRING PROCEDURE**ARTICLE VII, SECTION 1 PROCEDURE**

- A. Before the Employer commences work on any job, the Employer must first give the Union reasonable advance notice of this fact. The notice can be given by mail or telephone and must include the location of the work.
- B. The Employer shall advise the Union of all available openings and job requirements within two (2) working days of the manning requirement. The Union recognizes that the Employer has the right to plan, direct and control operations of construction projects.
- C. A pre-job conference shall be held upon written request to the Employer by the Union and/or Northwestern Illinois Building and Construction Trades Council prior to commencement of the work. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, the probable starting date and duration of the job.
- D. When an Employer is engaged in work within the geographical territory of this Agreement, not less than sixty-six percent (66%) of the carpenters employed by the Employer shall be from the members of the bargaining unit who are residents within the geographic jurisdiction of this Agreement.
- E. The Union shall be given an opportunity to refer qualified applicants for employment. All such applicants referred shall have an introduction slip from the Union.

F. Union members so referred shall be given preference or priority by the Employer over non-referred applicants, however, the Employer shall have the sole and exclusive right of accepting or rejecting the applicants so referred.

G. Nothing herein shall prohibit the Employer from hiring or recruiting Employees from any source it desires.

H. Any carpenter required by the Employer to participate in requirements for employment (e.g. company orientation, Fitness-for-Duty, Customer Access Authorization, Drug Testing) shall be paid for that time required to complete such requirements.

ARTICLE VII, SECTION 2 DISCRIMINATION

Neither the Union nor the Employer shall, jointly or severally, at any time during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any Employee or applicant for employment by reason of race, color, creed, sex, age or national origin.

ARTICLE VIII BUSINESS REPRESENTATIVE/JOB STEWARD

ARTICLE VIII, SECTION 1 BUSINESS REPRESENTATIVE

The Employer agrees to grant free access to any job on which Employees are employed under the terms and provisions of this Agreement to any Business Representative of the Union, if the granting of such access is in the power of the Employer. The Employer will not encourage any owner to bar such permission.

ARTICLE VIII, SECTION 2 BASIC PRINCIPLES OF A JOB STEWARD

The parties agree that the following basic principles apply to the selection of the Job Steward:

- A) The Union requires that a Steward must fully protect the interest of the Union.
- B) The Employer requires that the Steward be a carpenter who can efficiently perform their duties as a carpenter and who will not disrupt the job unnecessarily in discharging their duties as a Steward.
- C) The Steward shall be a member of Local Union 790 if the work to be performed is located at a jobsite in the Local Union 790 territory as defined in ARTICLE I, SECTION 3 . The Steward shall be a member of Local Union 792 if the work to be performed is located at a jobsite in Local Union 792 territory as defined in ARTICLE I, SECTION 3 .

ARTICLE VIII, SECTION 3 CONDITIONS.

To meet the two (2) basic principles agreed to by the parties, it is further agreed:

- A) The Job Steward shall be a working carpenter selected by a Business Representative of the Union.
- B) The Union shall have the right to replace any steward at any time.
- C) If there is any dispute as to any of the Sections or subsections of this Article, the provisions of ARTICLE V will apply.
- D) No Steward shall be laid off for acting in the capacity of a Steward and performing the following:
 - Reporting members dues delinquencies, violations of the Collective Bargaining Agreement, Carpenters employed seven (7) days or more

who have not become members of the Union, and other disputes or grievances of members.

ARTICLE VIII, SECTION 4 NO AUTHORITY

The Steward shall not have authority to adjust violations of the Collective Bargaining Agreement, collect any money due the Union from any person or applicant for membership.

ARTICLE VIII, SECTION 5 STEWARD REQUIRED

Whenever one or more carpenters are required to work, one shall be the regularly designated Steward. In the absence of the Steward, an acting Steward shall be appointed by the Union or the regularly designated Steward. The Steward shall be the last employee laid off. No Steward shall be laid off unless prior notice is given to the Union.

ARTICLE IX WORK DAY AND HOLIDAYS

ARTICLE IX, SECTION 1 WORK DAY, WORK WEEK

Eight hours constitutes a day's work, Monday through Friday beginning between 6:00 a.m. and 8:00 a.m. At the contractor's option, the workday may be ten (10) hours per day, Monday through Thursday after approval of the business representative at the local union. The work week shall be forty (40) hours. In the event of the utilization of the four 10-hour days, Friday may be used as a makeup day if a work day is lost due to inclement weather.

ARTICLE IX, SECTION 2 BREAK PERIOD

A maximum break of ten (10) minutes in duration will be allowed during the period of 9:00 a.m. to 11:00 a.m. during a regular work day. It is understood that the Employee shall take their break in close proximity to their working area.

ARTICLE IX, SECTION 3 LUNCH

Lunch shall be thirty (30) minutes at a consistent time near the middle of the shift.

ARTICLE IX, SECTION 4 SHOW-UP PAY AND MINIMUM TIMES

Employees who report for work at the direction of the Employer and who are not placed to work for any reason with the exception of inclement weather conditions, shall receive two (2) hours show-up time at the regular rate of pay. Any Employee working over two (2) hours shall receive four (4) hours' pay; any Employee working over four (4) hours shall receive six (6) hours' pay and any Employee working over six (6) hours shall receive eight (8) hours' pay.

ARTICLE IX, SECTION 5 SHIFT WORK

Shift work may be established with the consent of the Union. The starting time for the first or day shift shall be Monday through Friday between 6:00 a.m. and 8:00 a.m., and shall consist of eight (8) hours work for eight (8) hours pay at the base wage rate and fringe benefits. Any shift starting after 8:01 a.m. shall consist of seven and one-half (7 ½) hours work for which the employee shall receive eight (8) hours pay and fringe benefits. Any shift starting after 6:01 p.m. shall consist of seven (7) hours work for which the employee shall receive eight (8) hours pay and fringe benefits. In addition, any employee not working on the day shift shall receive for hours worked a premium pay of five percent (5%) of the base wage rate. All work performed on Saturday, Sunday or Holidays, regardless of start time shall receive the appropriate overtime rate.

ARTICLE IX, SECTION 6 OCCUPIED SPACE WORK

On work such as alteration and repair to stores, offices and occupied buildings, the Union may vary the starting time and overtime provisions relating to occupied space when requested. A pre-job conference shall take place before the commencement of the project.

ARTICLE IX, SECTION 7 HOLIDAYS

Holidays to be recognized and observed shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or the days celebrated as such. When the holiday falls on Sunday, it shall be celebrated on Monday. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday.

ARTICLE IX, SECTION 8 LABOR DAY

There shall be no work whatsoever done on Labor Day, except if it is necessary to preserve life or prevent damage to property.

ARTICLE X WAGES AND PREMIUMS**ARTICLE X, SECTION 1 JOURNEYMAN WAGE RATE.**

The minimum rate of wages for all carpenters working within the jurisdiction of Local Union 790 shall be:

Effective June 1, 2016 - Total package increase of \$1.85 per hour, plus \$0.02 increase to Construction Industry Advancement Fund.

Effective June 1, 2017 - Total package increase of \$1.95 per hour.

Effective June 1, 2018 - Total package increase of \$2.05 per hour.

The minimum rate of wages for all carpenters working within the jurisdiction of Local Union 792 shall be:

Effective June 1, 2016 - Total package increase of \$1.85 per hour, plus \$0.02 increase to Construction Industry Advancement Fund.

Effective June 1, 2017 - Total package increase of \$1.95 per hour.

Effective June 1, 2018 - Total package increase of \$2.05 per hour.

The allocation among wages and other contributions with the exception of the Construction Industry Advancement Fund, ARTICLE XII, SECTION 1 shall be at the discretion of the Executive Committee of the Union. Notice in writing of the allocation shall be given to the Employer by the Union prior to the effective date.

ARTICLE X, SECTION 2 FOREMAN

Where there are four (4) or more carpenters on any job site, one (1) local journeyman shall be designated a foreman, and no foreman shall supervise more than ten (10) carpenters.

The wages of a foreman shall be not less than eleven percent (11%) above the hourly journeyman wage rate.

ARTICLE X, SECTION 3 GENERAL FOREMAN

Where there is a General Foreman supervising other carpenter foremen, the General Foreman shall receive not less than sixteen percent (16%) above the hourly journeyman wage rate.

ARTICLE X, SECTION 4 OVERTIME

Time and one-half shall be paid for all work performed outside the regular established working hours as specified in ARTICLE IX, SECTION 1. In the event it becomes necessary to work an Employee or Employees during the regular lunch period, the Employee shall take a thirty (30) minute lunch on company time. If overtime is worked making the work day more than ten (10) hours, there shall be an additional lunch period of no less than thirty (30) minutes on company time. Double time shall be paid on Sundays and also work performed on any of the legal holidays and/or days celebrated as such as specified in ARTICLE IX, SECTION 7.

ARTICLE X, SECTION 5 CREOSOTE, WELDING & PILEDIVING PREMIUM

A premium of one dollar (\$1.00) per hour shall be paid to an Employee while pile driving, working with creosote and welding with a state certification, working with a cutting torch.

ARTICLE X, SECTION 6 TRAVEL PAY OUTSIDE AREA

In the event that an employee is required to travel to a job site outside the territorial jurisdiction as described in ARTICLE I, SECTION 3, the Employer agrees to compensate the employee for all reasonable expenses incurred.

ARTICLE X, SECTION 7 MOVING PAY

The Employer agrees that all Employees covered by this Agreement are to receive pay for moving from one job to another during working hours.

ARTICLE X, SECTION 8 MINIMUM PREMIUMS

When an Employee performs work described in ARTICLE X, before 12:00 noon, they shall be paid at the applicable rate until the end of their shift.

ARTICLE XI PAYMENT OF WAGES AND TERMINATION**ARTICLE XI, SECTION 1 PAYMENT OF WAGES**

All wages shall be paid weekly with no more than two (2) days' pay held back by the Employer. In addition, the payment of wages shall be made on the job during working hours. If the Employees are kept waiting after quitting time, they shall remain on the job and also be paid at the rate of time and one-half (1 ½) until such time as the total payment of wages due is made. Wages may be paid by mail or by electronic deposit as directed in writing by the Employer. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If the Employer lays Employees off prior to payday, the Employer shall pay them all wages due at the time of the layoff and such payment shall be made on the job. If certain circumstances arise where it is impracticable for the Employer to make payment of wages due at the time of the layoff, the business representative of the Union may waive this provision.

ARTICLE XI, SECTION 2 CHECK STUBS

The Employer agrees to give each Employee a check stub or a receipt showing the amount deducted from the gross paycheck and also the amount paid for fringe benefits.

ARTICLE XI, SECTION 3 TERMINATION OF EMPLOYMENT

When an Employee is discharged, they shall be paid immediately all wages due to date. They shall receive their paycheck on the job site at that time. If they are not paid on the job site at the time they are discharged, they shall be paid four (4) hours additional pay all of which shall be included in their last paycheck. It is recommended that the Employer

furnish the Employee and the Union with a copy of a termination notice stating the reason for the discharge of the Employee.

ARTICLE XI, SECTION 4 VOLUNTARY TERMINATION OF EMPLOYMENT

When an Employee quits on their own account, they may be required to wait, at the option of the Employer, until the next regular pay day for the wages due.

ARTICLE XII FRINGE BENEFITS AND WAGE DEDUCTIONS

ARTICLE XII, SECTION 1 CONSTRUCTION INDUSTRY ADVANCEMENT FUND

In addition to the per hour wage rates, the Employer shall contribute an amount specified on the Wage and Fringe Benefits allocation sheet per hour for each actual hour worked by each Employee represented by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its rules and regulations and the Trustees now serving. Primary purposes of the Advancement Fund are safety education, and other education, promotion and the common good of the Construction Industry. If the Employer chooses not to contribute to this fund, the amount herein will be added to the apprenticeship contribution. Contributions to the Construction Industry Advancement Fund will increase by two cents (\$0.02) per hour effective June 1, 2016.

ARTICLE XII, SECTION 2 WORKING ASSESSMENT

Upon receipt of any Employee's written authorization, which shall be irrevocable for successive yearly periods and may only be revoked by giving written notice by registered mail to the Employer and the Union not more than thirty (30) days prior to the end of such applicable yearly period or prior to the termination date of any succeeding collective bargaining agreement, whichever occurs sooner, the Employer shall deduct from such Employee's wages an amount to be determined by the Chicago Regional Council of Carpenters together with a list of the names of Employees from whose pay deductions were made. Notification in first year is at option of Union. The Chicago Regional Council reserves the right to directly collect or direct a depository of the working assessment.

ARTICLE XII, SECTION 3 BUILDING TRADES

A building trades check-off per hour will be made on forms provided by the Union, and shall be an amount as determined by the Executive Committee of the Union. By mutual consent, at anytime, the monies from said check-off will revert to the employee's base rate. The Chicago Regional Council reserves the right to directly collect or direct a depository of the building trades check-off.

ARTICLE XII, SECTION 4 PROJECT FIRST RATE

A Project First Rate contribution per hour will be made on forms provided by the Union, and shall be an amount as determined by the Executive Committee of the Union and specified on the Wage and Fringe Benefits allocation sheet. By mutual consent, at any time, the monies from said contribution will revert to the employee's base rate. The Chicago Regional Council reserves the right to directly collect or direct a depository of the Project First Rate contribution.

ARTICLE XII, SECTION 5 WELFARE AND PENSION

The Employer agrees that Pension and Welfare Fund contributions required by this Agreement are to be made to the Heartland Healthcare Fund, Carpenters Pension Fund of Illinois, and the Chicago Regional Council of Carpenters Supplemental Retirement Fund at

the hourly rates as determined by the Executive Committee of the Union, and that such contributions are to be made on behalf of all bargaining unit employees for all hours worked by such bargaining unit employees for the Employer on all projects worked within the territory of Local Union 790 as described in ARTICLE I, SECTION 3 .

The Employer agrees that Retirement and Welfare Fund contributions required by this Agreement are to be made to the Construction Industry Welfare Fund of Rockford, the Construction Industry Retirement Fund of Rockford, and the Carpenters Pension Fund of Illinois at the hourly rates as determined by the Executive Committee of the Union, and that such contributions are to be made on behalf of all bargaining unit employees for all hours worked by such bargaining unit employees for the Employer for all projects worked within the territory of Local Union 792 as described in ARTICLE I, SECTION 3 . The contribution for the Carpenters Pension Fund of Illinois will be remitted to the Construction Industry Funds of Rockford and the Construction Industry Funds of Rockford will then remit the contribution onto the Carpenters Pension Fund of Illinois.

The Employer may make contributions for hours worked by superintendents and other management personnel for whom contributions to the pension and welfare funds were heretofore made when such individuals were employed as journeymen carpenters. Such contribution rate shall be determined by the trustees of the applicable pension and welfare funds but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund, Carpenters Pension Fund of Illinois, and the Chicago Regional Council of Carpenters Supplemental Retirement Fund. Also, in no event shall the rate be less than one hundred seventy three (173) hours for each month to the Construction Industry Welfare and Retirement Funds of Rockford.

The Employer shall make welfare contributions on behalf of each of its employees who hold management or supervisory positions including owners and direct relatives of owners (father, mother, son, daughter, brother and sister) who are also engaged in any work falling within the jurisdiction covered by this Agreement in an amount determined by the trustees of the applicable welfare funds but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund and no less than one hundred seventy three (173) hours for each month to the Construction Industry Welfare Fund of Rockford.

The Employer shall also make pension contributions on behalf of the aforementioned management and supervisory employees who perform covered work into the Carpenters Pension Funds of Illinois, Chicago Regional Council of Carpenters Supplemental Retirement Fund, and Construction Industry Retirement Fund of Rockford as specified as journeyman pension contribution on the wage and fringe benefit allocation sheet for each actual hour worked. The management or supervisory employees performing covered work must maintain membership in the Union in accordance with ARTICLE IV .

The collection of amounts due under this Article shall not be subject to the Arbitration provision contained in ARTICLE V herein.

ARTICLE XII. SECTION 6 UBC NATIONAL FUNDS

The Employer(s) and the Union recognize the need for quality training of apprentices and journeymen to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution determined by the Executive Committee of the Union as designated for in the applicable zone in the wage and fringe benefit allocation sheet for

each hour worked for each employee covered by this agreement to the Carpenters International Training Fund ("Training Fund"). Payment shall be made to the Carpenters International Training Fund or to such collection agent as it is designated by the Training Fund on or before the 20th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust. The Chicago Regional Council of Carpenters reserves the right to directly collect or designate a depository for the UBC National Funds contribution at a later date.

Payments shall be made to the Illinois Employee Benefits Corporation (Geneva) or the Construction Industry Funds of Rockford, depending upon the location of the project worked. The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended.

ARTICLE XII, SECTION 7 TRUST AGREEMENTS AND COMPLIANCE WITH LAW

All payments required to be made to the respective Funds as set forth in this Article shall be made in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required to be completed shall be so completed. As regards the enforcement of collections and the payment of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund. In addition, the administrator and the various documents establishing the various funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal and/or State laws pertaining to the subject matter relative to each individual Fund.

ARTICLE XII, SECTION 8 LEGAL TERMS OF TRUST AGREEMENTS

The Employer agrees to be bound by the terms of all the Trust Agreements establishing all these Funds, as they now exist and as they may hereafter be amended, as if the terms of such agreements were fully set forth herein. The Employer understands and acknowledges that the Trustees of those Funds have the right to make reasonable rules relating to the administration of the Funds, including rules pertaining to the payment of fringe benefit contributions as specified in this Agreement, and pertaining to their rights and remedies as against employers who are delinquent in making the payment of such contributions to the Funds. The Employer agrees to be bound by such rules as they currently exist or may from time to time be established or amended. Copies of such rules can be obtained by the Employer by request from the Fund Administrator.

ARTICLE XII, SECTION 9 COLLECTION OF FRINGE BENEFITS AND DEDUCTIONS

The negotiating parties agree that by mutual consent a new depository for all fringe benefit contributions and any other payroll deduction referred to in this agreement may be established.

ARTICLE XIII FAILURE TO PAY WAGES, DEDUCTIONS AND/OR FRINGE BENEFITS

In the event that any Employer signatory to this Agreement has failed to pay wages, deductions and/or fringe benefit payments as set forth in this Agreement and/or the Employer has failed to have sufficient funds in the bank (or the account was closed) to meet all pay checks issued to the Employees; the Union shall have the right to immediately withhold and withdraw the services of its members from such Employer, until all wages,

deductions and/or fringe benefits are paid by cashiers check or by certified check. Every such employee withheld shall be paid for all time withheld up to eight (8) hours per day until all wages, deductions and/or fringe benefit contributions are paid. When such failure to pay violation has occurred, the Employer shall be obligated to pay weekly, by cashier's check or by certified check, all wages, deductions and/or fringe benefit payments due for the duration of all work to be performed. The Employer shall pay all attorney fees and costs incurred in collecting such sums that are due.

ARTICLE XIV BONDING

ARTICLE XIV, SECTION 1

Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such Bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the UNION as Trustee for the benefit of Employees employed by the EMPLOYER and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice Training Funds. Such surety bond and/or cash bond shall be executed only on a uniform bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President of the UNION, the principal amount of the bond shall be:

One (1) to Five (5) Employees \$10,000

Six (6) to Ten (10) Employees \$15,000

Eleven (11) to Fifteen (15) Employees \$20,000

For those Employees in excess of Fifteen (15) \$50,000

The Association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of \$50,000. The Union may withdraw bargaining unit Employees from EMPLOYERS who fail to maintain the bond required by this Article.

ARTICLE XIV, SECTION 2

The EMPLOYER assigns all right, title and interest in the Surety bond and/or cash bond to the Union and Fringe Benefit Trust Funds, which shall have a priority interest to such Funds, and supersede the claims of all EMPLOYER'S creditors.

ARTICLE XIV, SECTION 3

This Article shall not be subject to the Settlement of Disputes provisions contained in ARTICLE V.

ARTICLE XV APPRENTICE TRAINING

ARTICLE XV, SECTION 1 CHICAGO REGIONAL COUNCIL OF CARPENTERS APPRENTICESHIP AND TRAINING CENTER, ROCKFORD CAMPUS

The Employer Association and the Union have established the Chicago Regional Council of Carpenters Apprenticeship and Training Center, Rockford Campus. The Rockford Campus will have an Advisory Committee consisting of an equal number of representatives from management and labor selected in accordance with the Agreement and Declaration of Trust of the Chicago Regional Council of Carpenters Apprenticeship and Training Fund under which the Committee is governed and maintained. The Committee will encourage the usage of the training programs for apprentices and journeymen and shall endeavor to keep apprentices working for the various Employers in the area.

ARTICLE XV, SECTION 2 HIRING OF APPRENTICES

The Employer shall only hire Employees in the classification of apprentice who are registered and indentured with the Chicago Regional Council of Carpenters Apprenticeship and Training Center, Rockford Campus or any successor training program affiliated with the Union.

ARTICLE XV, SECTION 3 NONCOMPLIANCE AND REMOVAL

Any apprentice who fails to comply with the Apprenticeship Standards, the rules and regulations of the Apprenticeship and Training Fund, or who fails to attend school, as required, shall be discharged by the Employer immediately upon receipt of notification to such effect. If an individual so discharged, believes that the facts upon which they were discharged are false, they may challenge such facts by filing a written statement with the Union and the Employer within three (3) working days from the date of such discharge and within five (5) working days thereafter, a hearing shall be held before an equal number of Employer and Union representatives for the purpose of passing upon the claim of such individual. In the event of a disagreement between the Union and the Employer, the matter shall be deemed in dispute and submitted to arbitration in accordance with ARTICLE V, SECTION 4.

ARTICLE XV, SECTION 4 EXPULSION OF APPRENTICE

The Employer and the Union shall be notified within twenty four (24) hours of the expulsion of any Apprentice by the Advisory Committee.

ARTICLE XV, SECTION 5 RATIO OF APPRENTICES TO JOURNEYMEN

The Employer and the Union agreed to promote the apprenticeship program by having apprentices employed on all jobs where there are a sufficient number of journeymen employed. The ratio of apprentices to journeyman is one (1) apprentice for each four (4) journeymen.

ARTICLE XV, SECTION 6 APPRENTICE WAGE RATES

All apprentices shall receive the following percentages of the journeyman wage rate:

FIRST YEAR	1 st 6 Months	40% of Journeyman Scale
	2 nd 6 Months	50% of Journeyman Scale
SECOND YEAR	1 ST 6 Months	60% of Journeyman Scale
	2 nd 6 Months	70% of Journeyman Scale
THIRD YEAR		80% of Journeyman Scale
FOURTH YEAR		90% of Journeyman Scale

In addition, the Employer shall make all fringe benefit contributions and wage deductions as required by ARTICLE XII of this Agreement.; except that there shall be the following pension contributions per hour:

First Year	Entire Local 790 and 792 area	\$0.25 to Carpenters Pension Fund of Illinois
Second, Third, Fourth Year	Local 792 area only	\$0.25 to Carpenters Pension Fund of IL and \$1.00 to Construction Industry Retirement Fund of Rockford
Second, Third, Fourth Year	Local 790 area only	\$0.25 to Chicago Regional Council of Carpenters Supplemental Retirement Fund and \$1.00 to the

		Carpenters Pension Fund of IL
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661

662 ARTICLE XV, SECTION 7 APPRENTICE CONTRIBUTION

663 The contribution rate shall be determined by the Executive Committee of the Union
664 and submitted to the Chicago Regional Council of Carpenters Apprenticeship and Training
665 Fund or such other fund affiliated with the Union as the Union may designate in its sole
666 discretion. The collection of amounts due under this Article shall not be subject to the
667 Arbitration provision contained in ARTICLE V herein.

668 ARTICLE XVI WORKING CONDITIONS**669 ARTICLE XVI, SECTION 1 DRINKING WATER AND FACILITIES**

670 Proper drinking water, individual sanitary drinking cups, and suitable toilet
671 facilities, and suitable lighted and heated places for employees to eat and change clothes
672 shall be provided.

673 ARTICLE XVI, SECTION 2 CARPENTERS ON CONCRETE POURS

674 There shall be at least one (1) journeyman carpenter present while concrete is being
675 poured in forms, checking the forms, anchor bolts, etc.

676 ARTICLE XVI, SECTION 3 INJURED EMPLOYEES

677 If an Employee is injured and cannot return to work, the Employee shall be paid for
678 the entire day.

679 ARTICLE XVI, SECTION 4 PICKUP TIME

680 Employees shall be allowed ten (10) minutes pickup time at the end of each day's
681 work to pick up and put away tools and change clothes. The Employees shall remain on the
682 job until quitting time. Where job conditions require time in excess of ten (10) minutes, the
683 additional time as may be required will be allowed upon prior arrangements between the
684 Steward and the Employer or their representative.

685 ARTICLE XVI, SECTION 5 INCLEMENT WEATHER

686 No Employee shall be required to work during extremely hot, or extremely cold
687 weather. If work is conducted during inclement weather, the Employer shall furnish
688 waterproof wearing apparel when necessary and the Employee shall return same at the end
689 of each day's work or when the need for it is over.

690 ARTICLE XVI, SECTION 6 CALL IN

691 Employees shall notify the Employer in case they are unable to report for work.

692 ARTICLE XVII TOOLS**693 ARTICLE XVII, SECTION 1 TOOLS**

694 Each Employee is required to furnish, for their individual use only, all of those hand
695 tools customarily required of a carpenter, to perform their duties. However, no Employee
696 shall be required to furnish any four (4) foot or over level, any mitreboxes, special cutting
697 knives, power planes, power emery wheels, electric cords, electric driven tools, appliances,
698 special tools, vehicles or any battery operated tools. Such must be furnished by the
699 Employer. No Employee shall be allowed to transport sawhorses, ladders, brackets, lumber
700 or company tools with their own vehicle while traveling from one job to another.

ARTICLE XVII, SECTION 2 TOOL STORAGE

The Employee shall at all times be responsible for their personal tools during working hours. The Employer shall provide a safe and secure place on the jobsite for storage of tools after working hours. The Employer shall pay fifty percent (50%) of the replacement value of any tools lost, stolen or damaged while in such safe and secure place as designated by the Employer.

ARTICLE XVII, SECTION 3 TOOL SHARPENING

The Employer shall furnish and make available at the jobsite, all equipment generally and customarily used to sharpen the various tools used by the Employees hereunder. Sharpening of Employee own tools shall be the choice of the Employee, at all times, although the Employee may permit their tools to be sharpened other than on the jobsite by and at the expense of the Employer. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. The company representative is to establish a day of each week for tools to be sharpened.

ARTICLE XVII, SECTION 4 USE OF EQUIPMENT

There shall be no limit on production by Employees or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of Employees assigned to any crew or to any service.

ARTICLE XVIII SAFETY, HEALTH AND DRUG TESTING**ARTICLE XVIII, SECTION 1 SAFETY AND HEALTH**

The Employer and the Union agree that safety and health are a mutual obligation, and therefore agree that they will conform to the OSHA, Federal, State and Local safety and health regulations. Hardhats must be worn at all times. Employers are to furnish safety equipment, when necessary, which shall include by way of illustration, and not limitation, hardhats, welding hoods, sleeves, vests, and gloves. Safety equipment shall be returned upon termination of employment.

ARTICLE XVIII, SECTION 2 DRUG TESTING

In the event that the Employer implements a drug and alcohol testing policy, the provisions contained in this Article shall apply. However, the Union and the Employer shall adopt those written policies and procedures which are in existence at the time that this Agreement becomes effective.

1) The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

2) Definitions.

a) Company Premises – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b) Prohibited Items & Substances – Prohibited substances include illegal drugs including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

- 746 c) Employee – Individuals who perform work for the EMPLOYER, including, but
747 not limited to, management, supervision, engineering, craft workers and clerical
748 personnel.
- 749 d) Accident – Any event resulting in injury to a person or property to which an
750 employee, or contractor/contractor's employee, contributed as a direct or indirect
751 cause.
- 752 e) Incident – An event which has all the attributes of an accident, except that no
753 harm was caused to person or property.
- 754 f) Reasonable Cause – Reasonable cause shall be defined as excessive tardiness,
755 excessive absenteeism, and erratic behavior such as noticeable imbalance,
756 incoherence, and disorientation.
- 757 3) Confidentiality
- 758 a) All parties to this policy and program have only the interests of employees in
759 mind, therefore, encourage any employee with a substance abuse problem to come
760 forward and voluntarily accept our assistance in dealing with the illness. An
761 employee assistance program will provide guidance and direction for an employee
762 during the employee's recovery period. If an employee volunteers for help, the
763 company will make every reasonable effort to return the employee to work upon the
764 employee's recovery. The company will also take action to assure that the illness is
765 handled in a confidential manner.
- 766 b) All actions taken under this policy and program will be confidential and
767 disclosed only to those with a "need to know".
- 768 c) When a test is required, the specimen will be identified by a code number, not
769 by name, to insure confidentiality of the donor. Each specimen container will be
770 properly labeled and made tamper proof. The donor must witness this procedure.
- 771 d) Unless an initial positive result is confirmed as positive, it shall be deemed
772 negative and reported by the laboratory as such.
- 773 e) The handling and transportation of each specimen will be properly
774 documented through the strict chain of custody procedures.
- 775 4) Rules-Disciplinary Actions-Grievance Procedures
- 776 1. Rules – All employees must report to work in a physical condition that will
777 enable them to perform their jobs in a safe and efficient manner. Employees shall not:
- 778 a) Use, possesses, dispense or receive prohibited substances on or at the job site;
779 or
- 780 b) Report to work with any measurable amount of prohibited substances in their
781 system.
- 782 2. Discipline – when the company has reasonable cause to believe an employee is
783 under the influence of a prohibited substance, for reasons of safety, the employee may be
784 suspended until test results are available. If no test results are received after three (3)
785 working days, the employee, if available, shall be returned to work with back pay. If the
786 test results prove negative, the employee shall be reinstated with back pay. In all other
787 cases:
- 788 a) Applicants testing positive for drug use will not be hired.
- 789 b) Employees who have not voluntarily come forward, and who test positive for a
790 drug use, will be terminated.
- 791 c) Employees who refuse to cooperate with testing procedures will be terminated.
- 792 d) Employees found in possession of drugs or drug paraphernalia will be
793 terminated.

e) Employees found selling or distributing drugs will be terminated.

f) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with an employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, an employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

5) Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

a) A pre-employment drug and alcohol test may be administered to all applicants for employment;

b) A test may be administered in the event a supervisor has reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

c) Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

d) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;

e) Employee may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Instituted on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

6) Rehabilitation and Employee Assistance Program

a) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the employee to enroll in the Member Assistance Program (MAP) for that treatment, and will also counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

b) If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program

shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

c) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will than result in disciplinary action as previously outlined in this policy and program.

ARTICLE XVIII, SECTION 3 DEVELOPMENT OF A LABOR-MANAGEMENT PROGRAM

The Northern Illinois Building Contractors Association (NIBCA), Independent employers and the Union agree to establish a committee to discuss, develop and negotiate a third party administrated, Drug Testing Program and a joint Labor-Management Drug Testing Trust Fund that conforms to state and federal programs.

ARTICLE XIX WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCES

ARTICLE XIX, SECTION 1 WORKERS COMPENSATION INSURANCE

The Employer shall carry workers compensation insurance on all Employees covered by this Agreement as provided for in the Worker's Compensation Act of the State of Illinois. A copy of the insurance certificate shall be filed with the Union.

ARTICLE XIX, SECTION 2 UNEMPLOYMENT COMPENSATION INSURANCE

The Employer shall elect to become an Employer subject to the terms and provisions of the applicable state and federal unemployment laws. In the event the Employer fails to comply with these requirements, the Employer shall become liable for the unemployment compensation insurance payments due to the Employee.

ARTICLE XX FAVORED NATIONS

If during the term of this agreement, the Union enters into an agreement covering the commercial jurisdiction of this Agreement, the Employer or Employer Association, at its option, may immediately become bound by this successor agreement in its totality. The Employer or Employer Association may not select certain items of a differing agreement and take those elements into the existing agreement. The change must be from one complete agreement to another complete agreement.

ARTICLE XXI DURATION, TERMINATION AND AMENDMENT

ARTICLE XXI, SECTION 1 DURATION AND TERMINATION

This Agreement shall become effective June 1, 2016 through May 31, 2019 and shall automatically renew itself from year to year thereafter unless either party gives notice in writing to the other party at least sixty (60) days prior to the contract expiration date that it desires to terminate the agreement. Notice to modify the contract Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

ARTICLE XXI, SECTION 2 MUTUAL AMENDMENT AT ANY TIME

If any items arise during the contract period, this agreement may be opened only to resolve such items if mutually agreed upon by the Union and the Employer.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be approved and executed in the same manner as this Agreement.

ARTICLE XXII CONFLICT WITH LAW

It is the intention of the parties hereby to comply with the State and Federal labor laws and the provisions of the National Labor Relations Act, as amended, and in the event any Article or Section is declared to be unlawful, then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

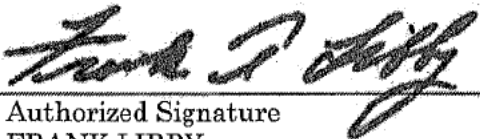
ARTICLE XXIII ENTIRE AGREEMENT OF THE PARTIES

This Agreement contains the full and complete understanding and agreement between the parties and expressly supersedes any and all prior or contemporaneous agreements or understandings, whether express or implied, which may have existed between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the First day of June, 2016.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS

NORTHERN ILLINOIS BUILDING CONTRACTORS
ASSOCIATION INC
1111 S ALPINE RD SUITE 202
ROCKFORD, IL 61108
Phone: 815-229-5636
Fax: 815-226-4856


Authorized Signature
FRANK LIBBY
PRESIDENT/EXECUTIVE SECRETARY-
TREASURER


Authorized Signature
DAVID ANSPAUGH
EXECUTIVE DIRECTOR


Authorized Signature
JEFFREY ISAACSON
FIRST VICE PRESIDENT

ADDENDUM I – SPECIAL PROJECTS AGREEMENT

The Business Agent with the approval of the Chicago Regional Council shall have the authority to make contract adjustments during the term of this Agreement. Any such adjustments or modifications shall be granted on a project by project basis only. When adjustments are granted by the Business Agent with the approval of the Chicago Regional Council, the following procedure shall be strictly adhered to:

Step 1. Any individual Employer signatory to this Agreement may request in writing contract adjustments for a specific project. Such requests shall be directed to the appropriate Business Agent who shall forward the request to the Business Representative of the Regional Council for final approval of all adjustments and modifications necessary to assure continuous work opportunities for employees.

Step 2. Once a Business Representative of the Regional Council agrees to contract adjustments in writing the individual Employer(s) requesting the adjustment and N. I. B. C. A. shall be immediately notified. Any adjustments which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening. However as noted above, they must be confirmed in writing as soon as possible.

Step 3. Any adjustments or modifications granted for a specific project shall be available to all signatory Employers bidding work on the project. It shall, however, be the responsibility of the individual Employers to request information regarding any possible adjustments.

Upon mutual agreement the workday may be ten (10) hours per day, Monday through Thursday. Written notification of this option shall be presented to the business representative of the union prior to the beginning of the project. In the event of the utilization of the four 10-hour days, Friday may be used as a makeup day if a work day is lost due to inclement weather.

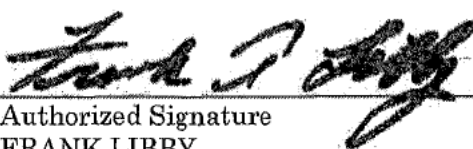
The modification made through the use of Special Projects Addendum I shall only apply to a specific project and for a stated duration and clearly delineate the specific adjustments and modifications. The modification made through the use of the Special Projects Addendum I shall only apply to that specific project.


This Special Project Agreement may be withdrawn at any time by either party.

This Addendum is an attachment to the Agreement between the Northern Illinois Building Contractors Association Inc and Chicago Regional Council of Carpenters and becomes effective June 1, 2013, and remains in effect until the expiration of the Agreement.

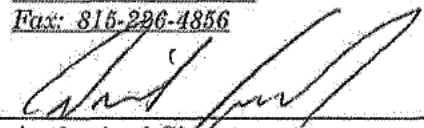
DATED THIS FIRST DAY OF JUNE, 2016.

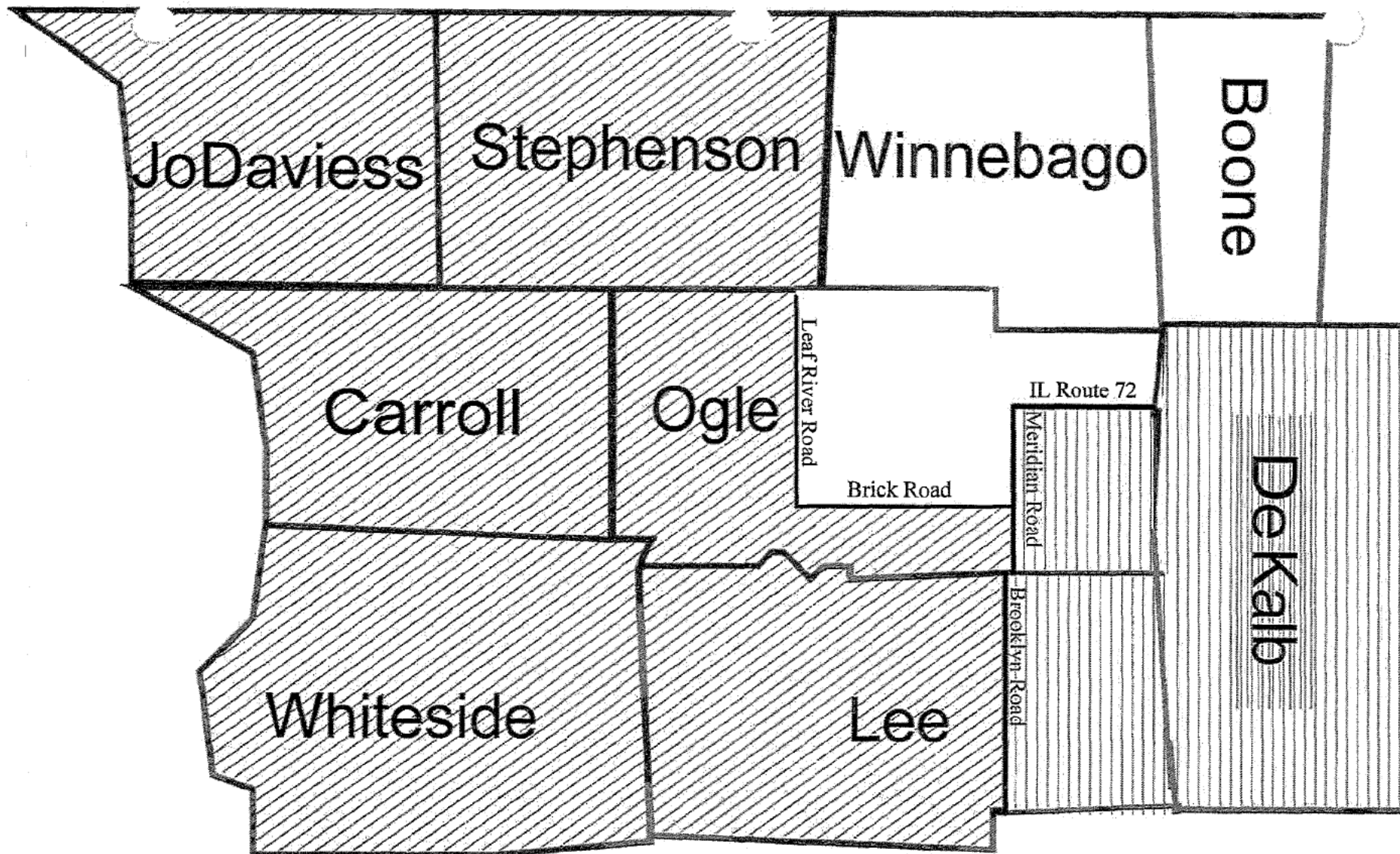
CHICAGO REGIONAL COUNCIL OF
CARPENTERS


Authorized Signature
FRANK LIBBY
PRESIDENT/EXECUTIVE SECRETARY-
TREASURER


Authorized Signature
JEFFREY ISAACSON
FIRST VICE PRESIDENT

NORTHERN ILLINOIS BUILDING CONTRACTORS
ASSOCIATION INC
1111 S ALPINE RD SUITE 202
ROCKFORD, IL 61108
Phone: 815-229-5636
Fax: 815-226-4856


Authorized Signature
DAVID ANSPAUGH
EXECUTIVE DIRECTOR



Local 790/792 NIBCA Agreement - Illinois counties of Boone, Carroll, Jo Daviess, a portion of Lee, a portion of Ogle, Stephenson, Whiteside, and Winnebago.

* Local 790(RF) geographical territory : counties of Carroll, Jo Daviess, the portion of Lee County defined as west of Brooklyn Road, the portion of Ogle County defined by the following boundaries: N Leaf River Rd, E Brick Rd, and Meridian Rd, Stephenson, and Whiteside.

* Local 792 geographical territory : counties of Boone, Winnebago and the portion of Ogle defined by the following boundaries: N Leaf River Road, E Brick Road, Meridian Road and Illinois Route 72.

Local 790 DeKalb Agreement: geographical territory: DeKalb County in its entirety and the portion of Ogle County defined by the following boundaries: Illinois Route 72, Meridian Road, and the Southern Ogle County Line, and the portion of Lee County defined as east of Brooklyn Road.

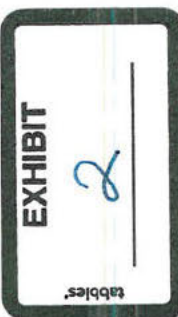
THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND
DOCK EQUIPMENT, LOCAL 1

(b) (6), (b) (7)(C)

RECEIPT DATE: 02-01-

WORK PERMIT

THRU 02-28-2019




EMPLOYER: VANGUARD INSTALLATIONS INC.

THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND
DOCK EQUIPMENT, LOCAL 1

(b) (6), (b) (7)(C)

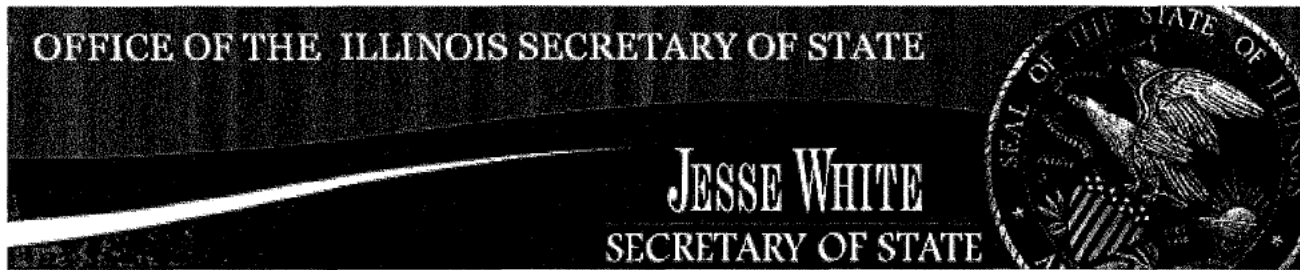
RECEIPT DATE: 02-01-

WORK PERMIT



THRU 02-28-2019

EMPLOYER: VANGUARD INSTALLATIONS INC.

**CORPORATION FILE DETAIL REPORT**

File Number	70371057		
Entity Name	THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	09/28/2015	State	ILLINOIS
Agent Name	RICHARD M. RANDICK	Agent Change Date	09/28/2015
Agent Street Address	5300 MAIN ST STE A	President Name & Address	
Agent City	DOWNERS GROVE	Secretary Name & Address	
Agent Zip	60515	Duration Date	PERPETUAL
Annual Report Filing Date	11/01/2018	For Year	2018

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(One Certificate per Transaction)

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THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS
WORKERS, LOCAL 1

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@dockinstallerslu1.com

P.O. box 897
Beecher, ILLINOIS
60401

February 11, 2019

(b) (6), (b) (7)(C)

Carpenters local 792
212 South First Street
Rockford, IL 11042

Dear (b) (6), (b) (7)(C),

It has recently been brought to my attention that the local you represent (Carpenters Local, 792) has made a decision to picket a job site (Amazon in Rockford IL) that Vanguard Installations Inc. has been awarded the work on. It is also my understanding that you (b) (6), (b) (7)(C)) have made claims to the (b) (6), (b) (7)(C) on site (b) (6), (b) (7)(C) of Scandroli Construction) that our Union is an illegitimate Union. As (b) (6), (b) (7)(C) of THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1 it is my duty to address these issues.

Vanguard Installations Inc. is a signatory contractor with THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS LOCAL, 1. They are compliant with our Union. Our Union is a Federally recognized and certified Union through the NLRB. Any slander/defamation towards our Union or our signatory compliant contractors will not be taken lightly. If local 792 decides to picket the job site referred to here, they will be picketing a Contractor that is signatory and compliant with a Union that meets area standards. Please be advised that THE INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1 and Vanguard Installations Inc. will address these issues accordingly, in a legal manner, if Local 792 proceeds with a picket or any slander/defamation.

It is my hope that we can move forward from this. It is not conducive for a site to be stopped due to illegitimate accusations. Our Unions are having a hard enough time getting work without unnecessary aggravations to contractors. There is a time when we need to stand strong, but not against each other.

Sincerely yours,

(b) (6), (b) (7)(C)

EXHIBIT

5

Terrance McGann

From: (b) (6), (b) (7)(C)@CarpentersUnion.org
Sent: Wednesday, March 20, 2019 9:35 AM
To: Terrance McGann
Subject: Fwd: KRIV FW: Rockford amazon job

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C)@CarpentersUnion.org<mailto:(b) (6), (b) (7)(C)@CarpentersUnion.org>>
Date: March 14, 2019 at 9:39:48 AM CDT
To: (b) (6), (b) (7)(C)@CarpentersUnion.org<mailto:(b) (6), (b) (7)(C)@CarpentersUnion.org>>
Subject: RE: KRIV FW: Rockford amazon job

(b) (6), (b) (7)(C)

Chicago Regional Council of Carpenters
1503 1st Avenue, Suite A
Rock Falls, IL 61071
Office (b) (6), (b) (7)(C)
Cell (b) (6), (b) (7)(C)
Fax (815) 626-2190

(b) (6), (b) (7)(C)@carpentersunion.org<mailto:(b) (6), (b) (7)(C)@carpentersunion.org>

From: (b) (6), (b) (7)(C)
Sent: Wednesday, March 13, 2019 3:27 PM
To: (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C)@CarpentersUnion.org<mailto:(b) (6), (b) (7)(C)@CarpentersUnion.org>>;
tmcgann@mkrlaborlaw.com<mailto:tmcgann@mkrlaborlaw.com>
Subject: Fwd: KRIV FW: Rockford amazon job

Sent from my iPhone

Begin forwarded message:

From: " (b) (6), (b) (7)(C)"
<(b) (6), (b) (7)(C)@scandoli.com<mailto:(b) (6), (b) (7)(C)@scandoli.com>>
Date: March 13, 2019 at 3:17:24 PM CDT
To: " (b) (6), (b) (7)(C)"@carpentersunion.org<mailto:(b) (6), (b) (7)(C)@carpentersunion.org>"
<(b) (6), (b) (7)(C)@carpentersunion.org<mailto:(b) (6), (b) (7)(C)@carpentersunion.org>>
Subject: Fwd: KRIV FW: Rockford amazon job (b) (6), (b) (7)(C)

EXHIBIT

6

Attached is the correspondence as discussed. Please keep me posted. Thanks

(b) (6), (b) (7)(C)

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>

Date: March 13, 2019 at 1:02:03 PM CDT

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>

Subject: FW: KRIV FW: Rockford amazon job (b) (6), (b) (7)(C) We need to discuss this ASAP. Not getting any help from these guys or the local (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Scandroli Construction Co

855 N. Madison St.

Rockford, IL 61107

klint.kruse@scandroli.com<mailto:klint.kruse@scandroli.com>

Phone (b) (6), (b) (7)(C)

Fax 815-962-8103

Cell (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@entrematic.com]

Sent: Wednesday, March 13, 2019 12:45 PM

To: (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>

Cc: (b) (6), (b) (7)(C) @entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@paulreilly.com<mailto:(b) (6), (b) (7)(C)@paulreilly.com>>;

(b) (6), (b) (7)(C) @vanguardinstall.com<mailto:(b) (6), (b) (7)(C)@vanguardinstall.com>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>>

Subject: KRIV FW: Rockford amazon job

(b) (6), (b) (7)(C)

As you can see below the Material Handling and Dock Equipment Workers, Local No. 1 is preparing to picket the jobsite should the work be reassigned. At the risk of repeating myself I feel compelled to state several facts for the record.

- * We were contracted to provide union labor.
- * We subcontracted Paul Reilly Company who in turn subcontracted Vanguard, thus providing union labor in compliance with our contract.
- * You have been provided with a letter certifying that Vanuard is a member in good standing of the Material Handling and Dock Equipment Workers, Local #1.

* You have been provided with a letter certifying that Material Handling and Dock Equipment Workers, Local #1 is recognized by the National Labor Relations Board.

* You have been provided with ample opportunity to provide evidence in the contrary, and to date have not done so.

* The union (b) (6), (b) (7)(C) representing the Carpenters has been in touch with you, but refuses to engage with Entrematic, Vanguard, or Paul Reilly Company. We have received no information to date that contradicts our assertion that Vanguard is a legitimate union contractor.

We expect to complete the project with Vanguard. If you have new information that we are unaware of please let us know.

Thank you,

(b) (6), (b) (7)(C)

Loading Dock Products

Entrematic

N56 W24701 Corporate Circle

Sussex, Wisconsin 53089 USA

Direct: +1 (b) (6), (b) (7)(C)

Switchboard: +1 262 246 1300

Mobile/SMS: +1 (b) (6), (b) (7)(C)

E-mail: (b) (6), (b) (7)(C)@entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>

www.entrematic.com<<https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.entrematic.com&data=02%7C01%7Cbradlong%40carpentersunion.org%7C4f1e3cc46872448d9b0a08d6a7f0ea2b%7Cdfac4f5cd9df4d63aedf8f3b861e4f6f%7C0%7C0%7C636881050503443335&sdata=9n%2BGnPcrjzbOLcuCHVILHCib7nJW%2BGOmlY8dlvoSdak%3D&reserved=0>>

www.4FrontES.com<<https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.4FrontES.com&data=02%7C01%7Cbradlong%40carpentersunion.org%7C4f1e3cc46872448d9b0a08d6a7f0ea2b%7Cdfac4f5cd9df4d63aedf8f3b861e4f6f%7C0%7C0%7C636881050503443335&sdata=r5%2FY4Gf25QPqWfp7gr7LAEChjPWXepa6JvqxWnpVpbQ%3D&reserved=0>>

-----Original Message-----

From: (b) (6), (b) (7)(C) @entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>>

Sent: Wednesday, March 13, 2019 12:35 PM

To: (b) (6), (b) (7)(C) @entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>>

Subject: FW: Rockford amazon job

FYI

Also, Vanguard is getting their attorney's involved.

(b) (6), (b) (7)(C)

Loading Dock Americas

www.entrematic.com<https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.entrematic.com&data=02%7C01%7C(b) (6), (b) (7)(C)%40carpentersunion.org%7C4f1e3cc46872448d9b0a08d6a7f0ea2b%7Cdfac4f5cd9df4d63aedf8f3b861e4f6f%7C0%7C0%7C636881050503453344&sdata=KHkqRzBhmo7BnXVzHP1PrU%2Fn5ICLrraCu0jiZSUw634%3D&reserved=0>

4Front Engineered Solutions, Inc

W183S8253 Racine Ave.

Muskego, WI 53150 United States

(b) (6), (b) (7)(C)

E-mail:

(b) (6), (b) (7)(C)@entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>

www.entrematic.com<https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.entrematic.com&data=02%7C01%7C(b) (6), (b) (7)(C)%40carpentersunion.org%7C4f1e3cc46872448d9b0a08d6a7f0ea2b%7Cdfac4f5cd9df4d63aedf8f3b861e4f6f%7C0%7C0%7C636881050503453344&sdata=KHkqRzBhmo7BnXVzHP1PrU%2Fn5ICLrraCu0jiZSUw634%3D&reserved=0>

The information contained in this electronic mail transmission is intended by 4Front Entrematic for the use of the named individual or entity to which it is directed and may contain information that is confidential or privileged. If you have received this electronic transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email so the sender's address records can be corrected.

-----Original Message-----

From: (b) (6), (b) (7)(C)@vanguardinstall.com<mailto:(b) (6), (b) (7)(C)@vanguardinstall.com>>

Sent: Wednesday, March 13, 2019 12:24 PM

To: (b) (6), (b) (7)(C)@paulreilly.com<mailto:(b) (6), (b) (7)(C)@paulreilly.com>

Cc: (b) (6), (b) (7)(C)@entrematic.com<mailto:(b) (6), (b) (7)(C)@entrematic.com>>

Subject: Rockford amazon job

Hi (b) (6), (b) (7)(C)

Vanguard just recieved notice from Material Handling and Dock Equipment Workers, Local No. 1 that they will picket the Rockford Amazon job if the work is reassigned to Carpenters. Please understand that this is not a Vanguard decision. Thank you for your attention.

Best regards,

(b) (6), (b) (7)(C): (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

VANGUARD INSTALLATIONS INC.

6320 W Bruns Rd

Unit B

Monee, IL 60449

Cell: (b) (6), (b) (7)(C)

Fax: (708)433-3950

This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in, or attached to this communication is strictly prohibited. If you have received this information in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or on behalf of the Chicago Regional Council of Carpenters, unless specifically described herein by the contents. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this email.

Terrance McGann

From: (b) (6), (b) (7)(C) @CarpentersUnion.org>
Sent: Wednesday, March 20, 2019 4:25 PM
To: Terrance McGann
Subject: Fwd: Charge with NLRD
Attachments: Scan Mar 19, 2019, 8.47 AM (2).pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)scandroli.com<mailto:(b) (6), (b) (7)(C)scandroli.com>>
Date: March 20, 2019 at 3:47:24 PM CDT
To: (b) (6), (b) (7)(C) @carpentersunion.org<mailto:(b) (6), (b) (7)(C)@carpentersunion.org>>
Subject: Fwd: Charge with NLRD

(b) (6), (b) (7)(C)

See below

(b) (6), (b) (7)(C)

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>
Date: March 20, 2019 at 3:31:17 PM CDT
To: (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>, (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>
Subject: FW: Charge with NLRD

Just got this from Vanguard regarding the NW Cargo job.

(b) (6), (b) (7)(C)

Scandroli Construction Co
855 N. Madison St.
Rockford, IL 61107

(b) (6), (b) (7)(C)@scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>

Phone 815-962-4037

Fax 815-962-8103

Cell 815-312-6089



From: (b) (6), (b) (7)(C) @vanguardinstall.com<mailto:(b) (6), (b) (7)(C)@vanguardinstall.com>>
Sent: Wednesday, March 20, 2019 3:08 PM
To: (b) (6), (b) (7)(C) @scandroli.com<mailto:(b) (6), (b) (7)(C)@scandroli.com>>
Subject: Charge with NLRD

Please see attachment.

--

Thank you,

(b) (6), (b) (7)(C)
Vanguard Installation
(b) (6), (b) (7)(C)

This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in, or attached to this communication is strictly prohibited. If you have received this information in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or on behalf of the Chicago Regional Council of Carpenters, unless specifically described herein by the contents. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this email.

McGann Kettermann & Rioux

ATTORNEYS AT LAW

March 22, 2019

(b) (6), (b) (7)(C)

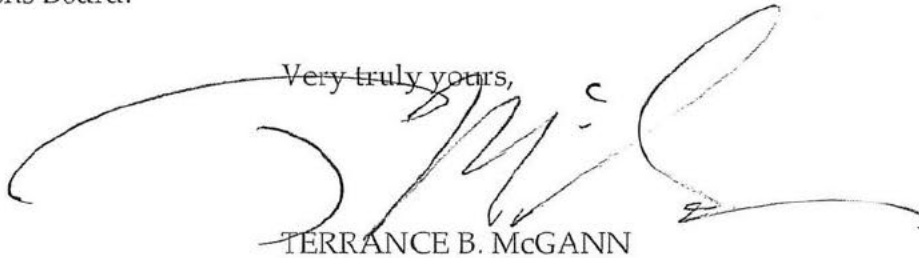
Vanguard Installations, Inc.
6310 W. Burns Road, Unit B
Monee, IL 60449

Re: Carpenters Local 792 (Vanguard Installations, Inc.)

Dear (b) (6), (b) (7)(C):

Please be advised that this law firm represents Carpenters Local 792 in the above captions Charge (copy enclosed) which was filed today with Region 25 of the National Labor Relations Board.

Very truly yours,



TERRANCE B. MCGANN

TBM (b) (6), (b) (7)(C)

Enclosure

cc: Patricia K. Nachand, Regional Director

EXHIBIT

8

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Innovative Installations, Inc. d/b/a Vanguard Installations, Inc.	b. Tel. No.
	c. Cell No. 708-516-2572
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 6310 W. Burns Road, Unit B, Monee, IL 60449	e. Employer Representative (b) (6), (b) (7)(C)
	g. e-mail
	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Contractor	j. Identify principal product or service Dock Installation
<p>The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p>	
<p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On or about March 13, 2019 (b) (6), (b) (7)(C) on behalf of Vanguard Installations, Inc. threatened to file an unfair labor practice against the International Brotherhood of Material Handling and Dock Equipment Workers, Local 1 ("Local 1") if the dock installation work at the Amazon facility in Rockford, IL was reassigned to members of Carpenters Union Local 792.</p> <p>Section 8(a)(1) of the Act makes it an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act. Innovative Installations, Inc. d/b/a Vanguard Installations, Inc. has violated section 8(a)(1) and 8(a)(2) because it established and continues to control Local 1 in violation of section 8(a)(2) of the Act.</p>	
<p>3. Full name of party filing charge (if labor organization, give full name, including local name and number) Carpenters Union Local 792</p>	
4a. Address (Street and number, city, state, and ZIP code) 212 S. First Street Rockford, IL 61104	4b. Tel. No. 815-9637478
	4c. Cell No.
	4d. Fax No.
	4e. e-mail
<p>5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Brotherhood of Carpenters and Joiners of America</p>	
<p>6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p style="text-align: right;">Terrance B. McGann</p> <p>(signature of representative or person making charge) (Print/type name and title or office, if any)</p>	
<p>Tel. No. 312-251-9700</p> <p>Office, if any, Cell No.</p> <p>Fax No. 312-251-9701</p> <p>e-mail tmcgann@mkrlaborlaw.com</p>	
<p>Address 111 East Wacker Dr. Suite 2600 Chicago, IL 60601 Date March 22, 2019</p>	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 161 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

McGann Ketterman & Rioux

ATTORNEYS AT LAW

April 3, 2019

Via U.S. Mail and ashley.miller@nrlrb.gov

Ashley Miller, Field Attorney
National Labor Relations Board
Subregion 33
101 SW Adams St., Suite 400
Peoria, IL 61602

**Re: International Brotherhood of Material Handling and Dock Equipment
Workers, Local 1 (Vanguard Installations, Inc.)
Case No. 25-CD-238122 and 25-CA-238260**

Dear Ms. Miller:

This letter is intended to address the issues we discussed in our telephone conversation yesterday regarding allegations that representatives of the Carpenters Union threatened to picket the Amazon Project.

As an initial note, the proscribed conduct was on the part of the Respondent Local 1 rather than the Carpenters Union and further, had the Carpenters Union threatened to picket, Vanguard would certainly have used the opportunity to file the charge against the Carpenters rather than its captive Union Local 1.

No one from the Carpenters Union threatened to picket the Amazon project. As referenced in our Position Statement, Carpenter (b) (6), (b) (7)(C) met with three workers on February 8, 2019. After introducing (b) (6), (b) (7)(C) to the workers and giving them (b) (6), (b) (7)(C) card, (b) (6), (b) (7)(C) inquired about who they worked for and how much they were being paid. One of the workers claimed to be an apprentice being paid \$14.00 per hour with no benefits. The other two workers stated that they were being paid the prevailing wage rate but were unable to state what that rate was.

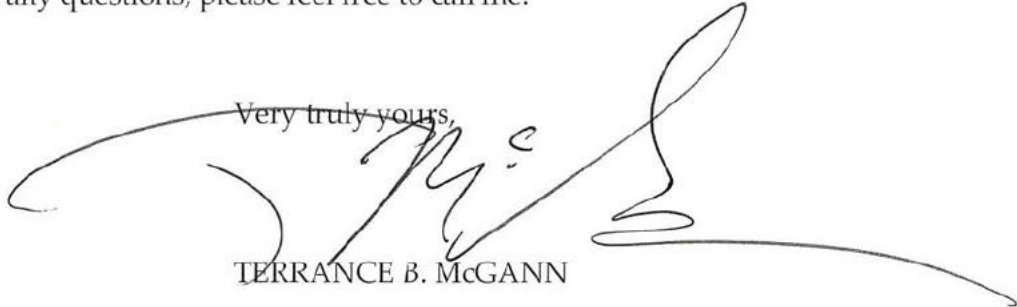
On February 9, 2019, (b) (6), (b) (7)(C) had a telephone conversation with Scandoli (b) (6), (b) (7)(C) in which (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) discussion with the Vanguard workers the previous day, and they discussed the established area standard wages and benefits rates for the work being performed. At no time during that or subsequent conversations did (b) (6), (b) (7)(C) threaten to picket for area standards wages or for any other purpose.

Ashley Miller, Field Attorney
National Labor Relations Board

Page Two
April 3, 2019

If you have any questions, please feel free to call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "T.B. McGann", with a long horizontal flourish extending to the right.

TERRANCE B. MCGANN

TBM/ (b) (6)

cc: Keith Jutkins, Regional Council Vice President
(b) (6), (b) (7)(C), Carpenters Local 792

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

INNOVATIVE INSTALLATIONS, INC. Employer and INTERNATIONAL BROTHERHOOD OF MATERIAL HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1 Petitioner	 Case 13-RC-104153
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots have been cast for

**INTERNATIONAL BROTHERHOOD OF MATERIAL
HANDLING AND DOCK EQUIPMENT WORKERS, LOCAL 1**

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit.

All full-time and regular part-time material handling installers employed by the Employer out of its facility located at 2019 East Kentucky Road, Beecher, Illinois; but excluding all office clerical employees and guards, professional employees and supervisors as defined in the Act.



Signed at Chicago, Illinois on June 4, 2013

/s/ Peter Sung Ohr
PETER SUNG OHR
Regional Director, Region 13
National Labor Relations Board

RECEIPT

DATE MAY 2, 2013

COMPANY NAME Innovative Installations, Inc.

CASE NUMBER 13-RC-104153

RECEIVED OF International Brotherhood of Material Handling and Dock Equipment Workers,

Local 1

ADDRESS 30334 S. Kedzie Avenue, Beecher, IL 60401

BY (b) (6), (b) (7)(C)
(Representative)

MEMBERSHIP
CARDS

3 Signatures, 1 Sheet AUTHORIZATION FOR
REPRESENTATION
CARDS

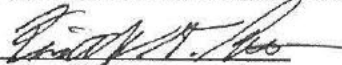
APPLICATION FOR
MEMBERSHIP CARDS

REPRESENTATION
CARDS

SIGNATURE SHEETS
(Decertification)

DECERTIFICATION
CARDS

NATIONAL LABOR RELATIONS BOARD

BY: 
Timothy D. Bennett

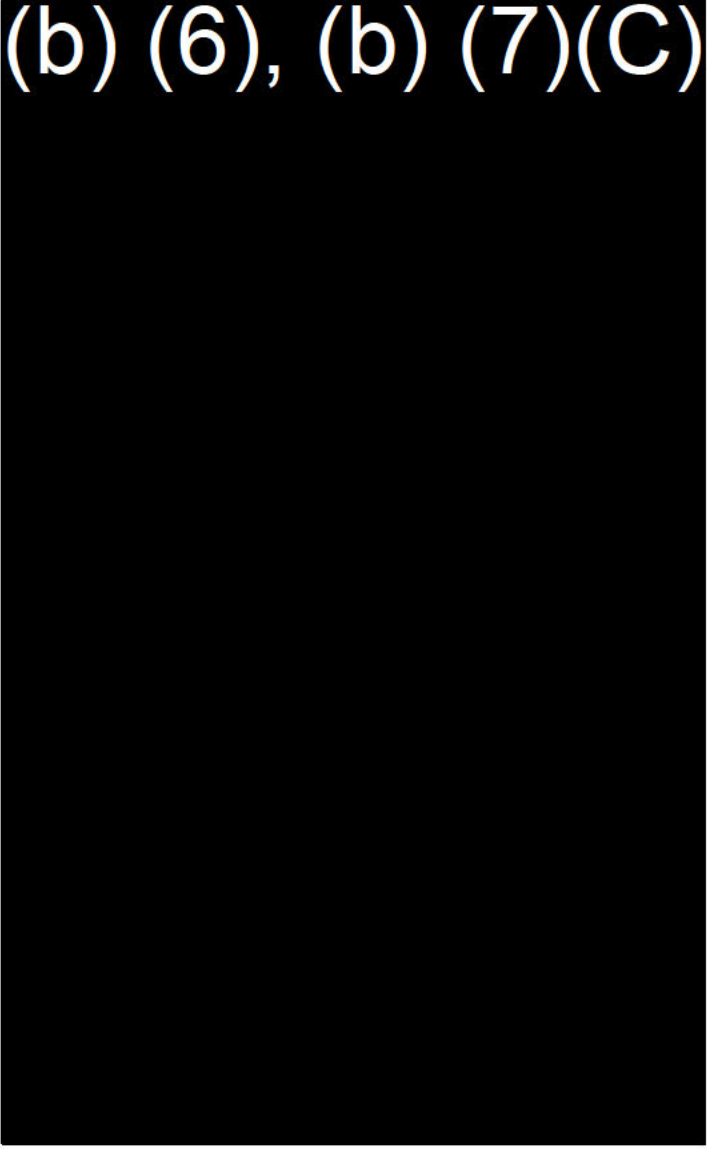
RECEIVED FROM THE NATIONAL LABOR RELATIONS BOARD THE ABOVE DESCRIBED CARDS.

DATE: _____

SIGNATURE

PETITION FOR ELECTION TO FORM A UNION

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 13
209 S LA SALLE ST STE 900
CHICAGO, IL 60604-1443

Agency Website: www.nlr.gov
Telephone: (312)353-7570
Fax: (312)886-1341

May 13, 2013

ROBERT DREW
INNOVATIVE INSTALLATIONS, INC.
2019 EAST KENTUCKY ROAD
BEECHER, IL 60101

(b) (6), (b) (7)(C)

Re: Innovative Installations, Inc.
Case 13-RC-104153

Dear Mr. Drew and (b) (6), (b) (7)(C)

Enclosed is a copy of the election agreement that I have approved in this case. This letter will provide you with additional information about the election eligibility list, posting the election notices, and the agreed-upon election arrangements.

Election Eligibility List

It is longstanding Board policy that all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. In accordance with the terms of the election agreement, the Employer must file with me an election eligibility list, containing the **full** names and **complete** addresses (including postal zip codes) of all the eligible voters who were on the Employer's payroll for the period ending May 3, 2013.

The list must be of sufficiently large type to be clearly legible, and the names should be alphabetized. I will make this list available to all parties to the election.

The excelsior list was received in our office on May 8, 2013.

Electronic filing of the list through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, click on **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. The list also may be submitted to our office by fax to (312)886-1341 or by regular mail to the address above. The burden of establishing the timely filing and receipt of the list is on the sending party.

Election Arrangements

The arrangements for the election in this matter are as follows:

Date of Election: Wednesday, May 22, 2013

Time: 8:00 a.m. - 8:15 a.m.

Place: The Shop
30334 South Kedzie Avenue, Beecher, IL

Election Observers: Each party may have one observer for each polling session. The observers may be present at the polling place during the balloting and to assist the Board agent in counting the ballots after the polls have been closed. **Please complete the enclosed Designation of Observer form and return it to this office as soon as possible.**

Pre-Election Conference: A pre-election conference for all parties will be held on Wednesday, May 22, 2013 at 7:30 a.m. at The Shop. The parties are requested to have their election observers present at this conference so that the observers may receive instruction from the Board Agent about their duties.

Election Equipment: The Board agent conducting the election will furnish the ballot box, ballots, and voting booths. The Employer is requested to provide, at the polling place, a table and a sufficient number of chairs for use by the Board agent and observers during the election.

Posting of Election Notices

Election notices will soon be mailed to the parties. Section 103.20 of the Board's Rules and Regulations requires the Employer to timely post copies of the Board's official Notice of Election in conspicuous places. In this case, the notices must be posted **before 12:01 a.m. on Friday, May 17, 2013**. If the Employer does not receive copies of the notice by May 15, 2013, it should notify the Regional Office immediately. Pursuant to Section 103.20(c), a failure to do so precludes an employer from filing objections based on non-posting of the election notice.

To make it administratively possible to have election notices and ballots in a language other than English, please notify the Board agent immediately if that is necessary for this election. Also, as noted in paragraph 9 of the stipulated election agreement, if special accommodations are required for any voters, potential voters, or election participants to vote or reach the voting area, please tell the Board agent as soon as possible.

Innovative Installations, Inc.
Case 13-RC-104153

- 3 -

May 13, 2013

If there are any questions, please feel free to contact Field Examiner CHRISTOPHER J. LEE at telephone number (312) 353-9777 or by email at christopher.lee@nlrb.gov. The cooperation of all parties is sincerely appreciated.

Very truly yours,

/s/ Peter Sung Ohr

PETER SUNG OHR
Regional Director

Enclosures

1. Approved Election Agreement
2. Designation of Observer Form

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

INNOVATIVE INSTALLATIONS, INC.

(Employer)

INTERNATIONAL BROTHERHOOD OF
MATERIAL HANDLING AND DOCK
EQUIPMENT WORKERS, LOCAL 1

(Petitioner)

By /s/ Robert Drew 05/10/2013
(Name) (Date)

By /s/ (b) (6), (b) (7)(C) 05/10/2013
(Name) (Date)

(Union)

Recommended: /s/ Christopher Lee 5/10/13
CHRISTOPHER J. LEE, Field Examiner
(Date)

By _____
(Name) (Date)

Date approved: 05/13/2013

/s/ Peter Sung Ohr (dn)
Regional Director, Region 13
National Labor Relations Board

From: [Miller, Ashley](#)
To: [Hinkle, Joshua](#); [Mol, Sara](#)
Subject: FW: Vanguard Installations, Inc. - 25 CA 238260 and 25 CD 238122
Date: Thursday, April 18, 2019 2:51:57 PM

Hi Josh and Sara,

Can one of you please add this attorney as a participant in both of the above-referenced cases?

Thank you.

Ashley

Ashley M. Miller
Field Attorney
National Labor Relations Board
101 SW Adams St., 4th Floor
Peoria, Illinois 61602
Direct: (309) 218-1727
Fax: (309) 671-7095

From: Todd A. Miller <tam@alloccomiller.com>
Sent: Thursday, April 18, 2019 1:46 PM
To: Miller, Ashley <Ashley.Miller@nrlb.gov>
Subject: Vanguard Installations, Inc. - 25 CA 238260 and 25 CD 238122

Good afternoon Ashley,

As we discussed yesterday, I represent Vanguard Installations, Inc. in the above charges pending before the NLRB. This afternoon, my office will be filing appearances in both cases.

You mentioned that a dismissal letter would be forthcoming in charge no. 25 CA 231122. Please forward a copy of that letter to me once it is available.

Thank you,

Todd

Todd A. Miller
Allocco, Miller & Cahill, P.C.
20 N. Wacker Drive, Suite 3517*
Chicago, IL 60606
312-675-4325
Fax: 312-675-4326
Email: tam@alloccomiller.com
Website: alloccomiller.com

***Please note our new address above effective February 10, 2015**

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From: (b) (7)(E)
To: [Beck, Michael T.](#)
Subject: RE: Service Now ticket INC0218637
Date: Thursday, August 1, 2019 3:03:22 PM

I had the developers look in the server logs and it shows that Pat Nachand deleted that Dismissal letter on 4/25/19. It cannot be recovered.

I'll close this ticket.

(b) (7)(E)

From: Beck, Michael T. <Michael.Beck@nlrb.gov>
Sent: Thursday, August 1, 2019 1:36 PM
To: (b) (7)(E) <(b) (7)(E)@nlrb.gov>
Subject: RE: Service Now ticket INC0218637

It is 25-CD-238122.

Thanks

Mike

Michael T. Beck
Supervisory Attorney
NLRB, Region 25
michael.beck@nlrb.gov
phone: (317) 991-7638

From: (b) (7)(E) <(b) (7)(E)@nlrb.gov>
Sent: Thursday, August 1, 2019 1:35 PM
To: Beck, Michael T. <Michael.Beck@nlrb.gov>
Subject: Service Now ticket INC0218637

Michael,

Can you give me the case number for the case that is missing the dismissal letter?

Thanks,

(b) (7)(E)